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DATED

21 April

2011

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

- and -

BERKELEY HOMES (SOUTH EAST LONDON) LIMITED

- and -

BERKELEY HOMES (NORTH EAST LONDON) LIMITED

AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS IN RELATION TO LAND ADJACENT TO:
LAMBETH COLLEGE AND POTTERS FIELDS, LONDON SE1

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THIS DEED is made the *21st* day of *April*
Thousand and Eleven

Two

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of the Town Hall Peckham Road London SE5 8UB of the first part (hereinafter referred to as "**the Council**");

AND

- (2) **BERKELEY HOMES (SOUTH EAST LONDON) LIMITED** a company registered in England and Wales (Company No. 1124205) whose registered office is Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG of the second part (hereinafter referred to as "**the Landowner**");

AND

- (3) **BERKELEY HOMES (NORTH EAST LONDON) LIMITED** a company registered in England and Wales (Company No. 04294000) whose registered office is Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG of the second part (hereinafter referred to as "**the Developer**");

WHEREAS:

- (A) The Developer wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein.
- (B) The Landowner is the freehold owner of that part of Site as the same is registered with Title Absolute under Title Numbers SGL63990 and TGL191157 at H.M. Land Registry and shown edged red on the Site Plan ("the Property") and has the benefit of a contract with the Council as land owner of that part of the Site as the same is registered with Title Absolute under Title Number TGL 218984 and other land shown edged blue on the Site Plan ("the Additional Land") to procure the carrying out of the Development.
- (C) The Developer is to be appointed to carry out the Development.
- (D) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (E) Having regard to the provisions of the development plan and the planning considerations affecting the Site (including an assessment of the viability of the proposals), the Council considers it in the interests of the proper planning of its area that the Development of the Site ought only be permitted subject to the terms hereof and for that purpose the parties are willing to enter into this Deed.

NOW THIS DEED WITNESSETH:

1. Definitions and Interpretation

- 1.1 The following words and phrases shall have unless the context otherwise requires the following meanings: -

"1990 Act" The Town and Country Planning Act 1990;

"Acts" Section 278 of the Highways Act 1980, Section 27 of the Greater London Council (General Powers) Act 1969, Section 16 of the Greater London Council (General Powers) Act 1974, Section 2 of the Local Government Act 2000 and Sections 111 120 and 123 of the

Local Government Act 1972 and in each case any statutory amendment, variation, substitution or re enactment thereof together with all other powers enabling;

"the Additional Land"	The land shown edged blue on the Site Plan;
"Administration Contribution"	The sum of £44,940 (forty four thousand nine hundred and forty pounds) Index Linked to be paid by the Landowner and the Developer to the Council in accordance with Schedule 3 for the reasonable costs incurred by the Council in administering the Deed including maintenance of financial records, monitoring the progress of the Development including receipt of payments made and expended and applied, and monitoring compliance with the terms of the Deed;
"Affordable Housing"	The residential accommodation that is to be constructed on the COL Site and made available for a rent that is attainable by those households who cannot afford to buy or rent anywhere in the Borough at market housing prices such that (a) the total cost of rent and service management charges meet targets for affordable rented housing set by the Tenant Services Authority (and successor bodies from time to time in existence) and (b) is consistent with the Council's Affordable Housing Supplementary Planning Document from time to time and the requirements of the London Plan and the Mayor's Housing SPG 2005;
"Affordable Housing Contribution"	The sum of £10,510,000 (ten million five hundred and ten thousand pounds) Index Linked to be paid by the Landowner and the Developer to the Council in accordance with Schedule 3 for off site affordable housing;
"Affordable Housing Units"	The forty three (43) units of Affordable Housing to be constructed by the Landowner and the Developer on the COL Site in accordance with the terms of the COL Planning Permission;
"Air Quality Contribution"	The sum of £15,000 (fifteen thousand pounds) Index Linked to be paid by the Landowner and the Developer to the Council in accordance with Schedule 3 for a research study of air quality in the area
"Application"	The application for planning permission submitted by the Developer to the Council and received by the Council on 26 July 2010 (as subsequently amended) to carry out the Development upon the Site (LBS Registered Number 10-AP-1935);
"Archaeology Contribution"	The sum of £15,036 (fifteen thousand and thirty six pounds) Index Linked to be paid by the Landowner and the Developer to the Council in accordance with Schedule 3 for the monitoring and supervision of archaeological works;
"Benchmark Sustainability Requirements"	The minimum sustainability standards that will be applied to the Dwellings and the commercial units within the Development as set out in Schedule 8
"Borough"	The London Borough of Southwark;
"Basement Works"	The excavation and construction of the basement area and shown for the purposes of identification only on Plan 1;

"Block 1"	The building within Stage 5 of the Development shown for the purposes of identification only on Plan 2;
"Blocks 6, 7 and 8"	The buildings in Stage 2 of the Development and shown for the purposes of identification only on Plan 2;
"Blocks 3 and 4"	The buildings in Stage 3 of the Development and shown for the purposes of identification only on Plan 2;
"Blocks 2 and 5"	The buildings in Stage 4 of the Development and shown for the purposes of identification only on Plan 2;
"Car Club"	The car club to be promoted by the Landowner and the Developer pursuant to the Car Club Scheme;
"Car Club Operator"	Streetcar (being the Council's preferred operator in the vicinity of the Development) which shall initially operate for a minimum period of three (3) years in the first instance or such other third party operator nominated by the Landowner and the Developer to operate the Car Club Scheme, subject to the approval of the Director of Regeneration;
"Car Club Scheme"	A car club scheme to include details of the Car Club Spaces, the proposed agreement with the Car Club Operator including any financial arrangements and the detail of the provision of subscription membership for each Dwelling upon that Dwelling's first Occupation;
"Car Club Spaces"	The provision of two (2) Car Club spaces to be provided by the Landowner and the Developer on Potters Fields Lane as shown indicatively on the Site Plan;
"Car Park Management Plan"	<p>A management plan for the car park that:</p> <ul style="list-style-type: none"> (i) makes provision for spaces for the disabled and for monitoring demand for spaces for the disabled so that provision can be adjusted to meet demand; (ii) sets out the basis on which the car park will be managed; (iii) contains arrangements for ensuring provision and retention of the proposed electric charging points; (iv) restricts use of the basement car parking to be provided as part of the Development to residents of and disabled people working in and disabled visitors to the Development; (v) identifies how the use of the car park will be monitored and in particular how the use will be measured for the purposes of assessing whether the Parking Excess Contribution is payable;
"Certificate of Practical Completion"	A certificate confirming that works have been undertaken to a stage and standard to achieve Practical Completion
"Coach Access Route"	The area shown on Plan 3 that identifies the route that coaches dropping off or picking up visitors to the Cultural Space may use;

"COL"	The Corporation of the City of London;
"COL Site"	The area of land shown edged red on Plan 4 which is to be developed pursuant to the COL Planning Permission;
"COL Development"	The erection of Affordable Housing on the Corporation of London Site, pursuant to the COL Site Planning Permission;
"COL Planning Permission"	Planning permission reference 10/AP/1923 for the development of 43 units of Affordable Housing on the COL Site;
"Communal Areas"	Those areas shown on Plan 5.
"Communities Facilities Contribution"	The sum of £56,475 (fifty six thousand four hundred and seventy five pounds) Index Linked to be paid by the Landowner and the Developer to the Council towards the provision and/or operation of community facilities to include the provision of Libraries, Community Centres, Bermondsey Community Centre, meeting halls, leisure facilities, childcare and cultural uses within a 1,000 metre radius of the Site;
"Construction WPC(s) and Employment Contribution"	The sum of £21,234 (twenty one thousand two hundred and thirty four pounds) Index Linked to be paid by the Landowner and the Developer to the Council for the provision of the Workplace Co-ordinator(s) and associated costs during the construction of the Development in accordance with Schedule 3;
"Contributions"	Administration Contribution, Archaeology Contribution, Affordable Housing Contribution, Air Quality Contribution, Community Facilities Contribution, Construction WPC(s) and Employment Contribution, Education Contribution, Health Contribution, Parking Excess Contribution, Public Open Space and Sports Development Contribution, Site Specific Transportation Contribution, Strategic Transport Contribution, Sustainability Coordinator Contribution, TfL Contributions, Training and Employment Contribution, and the Traffic Management Order Contribution
"Coach Drivers Facility"	The provision of restroom and changing facilities in the indicative location shown on Plan 8 for use by coach drivers dropping off and collecting passengers using the Cultural Space and for drivers of buses regulated by TfL;
"Council"	The party of the first part hereto which shall include its successors to its planning functions from time to time;
"Cultural Space"	The proposed cultural floorspace which is to be provided as part of the Development in the area shown on the Cultural Space Plans which is to be <ul style="list-style-type: none"> (i) constructed and provided by the Landowner and Developer in accordance with the Cultural Space Specification; and (ii) let to an organisation or body previously approved by the Council which for the avoidance of doubt can include a partnership between the Landowner and the Council;
"Cultural Space Facility Completion Notice"	A Certificate of Practical Completion to the Council that the Cultural Space has been Practically Completed;