

DATED

10 AUGUST

2011

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

- and -

LINDEN LIMITED

- and -

JOHN EBSWORTH DUNLEY, RICHARD DUNLEY AND CAPITA ATL PENSION TRUSTEES
LIMITED

- and -

C. HOARE & CO

AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS IN RELATION TO LAND KNOWN AS:
177 - 184 Grange Road, London, SE1 3AA

Deborah Collins

Director of Communities, Law & Governance

London Borough of Southwark

160 Tooley Street

London SE1 2TZ

Ref: LEG/RP/PL/S106/140579

11-AP-1390

THIS DEED is made the 10th day of APRIL Two thousand and

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ of the first part (hereinafter referred to as "the Council");
- (2) **LINDEN LIMITED** a company registered in England and Wales (Company Registration No. 01108676) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL (hereinafter referred to as "the Developer") of the second part
- (3) **JOHN EBSWORTH DUNLEY, RICHARD DUNLEY AND CAPITA ATL PENSION TRUSTEES LIMITED** a company registered in England and Wales (Company Registration No. 2317256) as Trustees of **The Ebsworth Fund** all of 177-184 Grange Road, London SE1 3AA (hereinafter called "the Owner") of the third part;
- (4) **C. HOARE & CO** (registered number 240822) whose registered office is at 37 Fleet Street, London, EC4P 4DQ ("the Mortgagee") of the fourth part.

WHEREAS:

- (A) The Developer wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein upon the Site.
- (B) The Owner is the freehold owner of the Site as the same is registered with Title Absolute under Title Number TGL106555 at the Land Registry.
- (C) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (D) The Developer has an interest in the Site and intends to complete a purchase of it shortly after the grant of Planning Permission and thereby succeed to the Owners title.
- (E) The Mortgagee has the benefit of a registered Charge dated 30 November 2004 over the Site.
- (F) Having regard to the provisions of the development plan and the planning considerations affecting the Site, the Council considers that in the interests of the proper planning of its area 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 bear 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 Power) 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;
"Administration Cost"	The sum of £4,888 (four thousand eight hundred and eighty eight pounds) being 2% of the negotiated value of all the Site and Development Contributions up to the value of £3 million and 1% thereafter to be paid by the Owner or Developer to the Council 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"	Affordable housing that is attainable for purchase and/or rent by those households who cannot afford to buy or rent locally on the open market and in the case of Shared Ownership or Intermediate Rented Housing shall refer to accommodation for which first priority will be given to households where the average total gross household annual income does not exceed £31,074, in respect of all 1 bed dwellings, £36,716 in respect of all 2 bed dwellings, £42,621 in respect of all 3 bed dwellings or £48,335 in respect of all 4 bed dwellings. In all cases a household's total annual expenditure upon rent, mortgage, and service charges shall not exceed 40% of net household income. All income thresholds are to rise annually from the date of this Deed in accordance with such annual reviews of those corresponding figures as are published by the Mayor of London or any successor public authority to reflect changes in local income/house-price ratios and further Provided That in default of such figures being so published on an annual basis such sums may rise from time to time by agreement in writing between the Council and the

	Registered Social Landlord having regard to changes in income levels and house prices in the Borough.
	Net household income is defined as 70% of gross household income
“Affordable Housing Units”	The thirteen Dwellings to be constructed upon the Site (outlined in red in respect of the Rented Units on Plan 2 and Plan 3 and outlined in blue in respect of the Intermediate Housing Units on Plan 4) being thirty five Habitable Rooms pursuant to the Approved Affordable Housing Mix and to include Rented Units and the Shared Ownership Units and the Wheelchair Accessible Affordable Housing Units;
“Application”	The Application for planning permissions submitted by the Developer to the Council and received by the Council on 12 May 2011 to carry out the Development upon the Site (LBS Registered Numbers 11-AP-1390);
“the Approved Affordable Housing Mix”	The approved mix of Affordable Housing Units both in terms of tenure and size and as set out in Schedule 5 of this Deed and to include the tenure and size of the Wheelchair Accessible Affordable Housing;
“Borough”	The London Borough of Southwark;
“Car Club”	The Car Club to be promoted by the Owner or Developer pursuant to the Car Club Scheme;
“Car Club Operator”	A Car Club Operator approved in writing by the Director (such approval not to be unreasonably withheld or delayed) of Regeneration and Neighbourhoods;
“Car Club Scheme”	A car club scheme to include details of the proposed agreement with the Car Club Operator including any financial arrangements and the detail of the provision of 24 months free Car Club membership for Residents of the Development;
“Charging Schedule”	Has the meaning given in the Community Infrastructure Levy Regulations 2010;
“Competent Authority”	A local authority or other body exercising powers under statute or by royal charter or any utility service or supply company
“Construction Workplace Co-ordinator[s]”	A person appointed by the Council, Owner or Developer to assist in the placement of unemployed jobseekers from the local area into jobs within the construction phase of the development as provided for under

Schedule 2;

Construction Workplace Co-ordinator[s] and employment Contribution”	The sum of £26,501 (twenty six thousand five hundred and one pounds) payable in accordance with paragraph 1 of Schedule 3 for the purposes under Schedule 2 paragraphs 2.3 and 2.4
Construction Workplace Co-ordinator Management Contribution	The sum of £ £2,043 (two thousand and forty three pounds) Index Linked being 7.5% of the Workplace Co-ordinator[s] and Employment Contribution to cover the programme management and monitoring costs of the Workplace Co-ordinator scheme
“Communities Facilities Contribution”	The sum of £5,711 (five thousand seven hundred and eleven pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 towards community facilities in the vicinity of the Site;
“Completion”	<ul style="list-style-type: none">(a) In respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Developer's duly appointed architect or other project consultant designated by the Developer for that purpose; and(b) In respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Developer's architect or other project consultant designated by the Developer for that purpose, <p>and “Complete” and “Completed” and cognate expressions shall be construed accordingly.</p>
“Contractor”	The contractor appointed by the Owner or Developer to construct the Development;
“Council”	The party of the first part hereto which shall include its successors to its functions from time to time;
“Council’s Economic Development Team”	Means a project manager authorised by the Director of Regeneration to secure training opportunities for Borough residents;
“Demolition”	The taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring,

	fixtures, services and temporary structures including room partitions and 'Demolish' shall be construed accordingly;
"Developer"	The party of the second part hereto which shall include its successors and assigns from time to time;
"Development"	Demolition of the existing building and redevelopment of the site by the erection of a part 2, 3, 4 and 5 storey building (5 storeys fronting Grange Road) comprising 38 residential units (2 x studio, 11 x 1 bed, 17 x 2 bed and 8 x 3 bed); 4 car parking spaces and 46 secure cycle parking spaces within the rear courtyard and ancillary landscaping;
"Director of Regeneration"	The Council's Director of Regeneration and Neighbourhoods or any other officer or person properly exercising the authority of the Director of Regeneration and Neighbourhoods for the time being;
"Dispose"	<p>The occurrence of any of the following: -</p> <ul style="list-style-type: none"> (i) the grant of any legal, equitable or incorporeal interests in respect of any Dwelling(s) on the Site; (ii) the grant of any lease or tenancy in respect of any Dwelling(s) on the Site; (iii) the completion of a contract or option for the sale or lease or tenancy of any Dwelling(s) on the Site; and (iv) the completion of an assignment of a lease or tenancy in respect of any Dwelling(s) on the Site, <p>and "Disposal" shall be construed accordingly and the date upon which any of the above events occur in respect of any Dwelling(s) shall be deemed [the Disposal Date];</p>
"Dwelling"	Any dwelling constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly;
"Education Contribution"	The sum of £63,264 (sixty three thousand two hundred and sixty four pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 and to be expended by the Council on the provision of school places for primary and secondary education within the Borough

“Estate Roads”	Means the roads accessways and footpaths giving access to and from the Dwellings on or at the Site to the highway maintainable at public expense
“Habitable Rooms”	<p>A room with at least one window within a Dwelling which room is:</p> <ul style="list-style-type: none"> (a) capable of use for sleeping, living or dining; or (b) a kitchen with an overall floor area of not less than 11 m² <p>But excluding in all cases toilets, bathrooms, landings, halls and lobbies</p>
“Health Contribution”	The sum of £38,965 (thirty eight thousand nine hundred and sixty five pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 towards the provision of additional health services within the Borough
“Highway Authorities”	The Council in respect of the Section 278 Highway Works and TfL in respect of the TfL Highway Works (and any statutory successors from time to time in existence);
“Implementation Date”	The date upon which a material operation as defined in section 56(4) of the Town and Country Planning Act 1990 shall be first carried out in respect of the Development upon the Site but excluding for the purpose of this definition demolition of any extant buildings on or at the Site and references to “Implementation” “Implement” and “Implementing” shall be construed accordingly;
“Index”	The RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics or the BCIS General Building Cost Index - published by the Royal Institution of Chartered Surveyors (RICS) to be applied in accordance with clause 14
“Index Linked”	Means increased in accordance with the provisions set out in clause 14 in respect of any increase in the Index
“Intermediate Housing Terms”	An Affordable Housing Unit let on a Shared Ownership Lease, or an Assured Shorthold Tenancy by a Registered Provider and affordable by households as defined under the Affordable Housing definition of this agreement.
“Intermediate Housing	Four Affordable Housing Units indicated as Intermediate in the

“Units”	Approved Affordable Housing Mix to be made available on Intermediate Housing Terms and outlined in blue on Plan 4;
“Infrastructure”	Has the meaning given in the Community Infrastructure Levy Regulations 2010 and/or as amended by an applicable Charging Schedule;
“Infrastructure Levy”	Means any tariff, charge, levy or tax (including any surcharges, debts, interest or other payment in relation thereto) applied in relation to land which is payable in relation to Infrastructure due to and following the implementation of planning permission in respect of the Site (including the Community Infrastructure Levy as defined in the Planning Act 2008 and further defined in the subsequent Community Infrastructure Levy Regulations 2010) save for any payments or obligations made pursuant to section 106 of the 1990 Act;
“Local Employment and Skills Agencies”	Local and employment skills agencies such as the Bosco Centre and Construction Related Skills;
“London Plan”	The London Plan Spatial Development Strategy for Greater London Consolidated with Alterations since 2004;
“Mortgagee”	The party of the fourth part hereto which shall include its successors and assigns from time to time;
“Occupation”	The first date upon which any part of the Site is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and for the avoidance of doubt in the case of the sale of the freehold or leasehold interest to a third party or any other Disposal occupation commences on the Disposal Date and the phrases “Occupy” “Occupied” shall be construed accordingly.
“Owner”	The party of the third part hereto which shall include its successors and assigns from time to time;
“Parking Bay”	A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated;
“Parking Permits”	A parking permit issued by the Council under section 45(2) of the Road

	Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay;
“Parties”	The Council the Developer the Owner and the Mortgagee;
“Plan 1”	The Plan annexed hereto and so numbered;
“Plan 2”	The Plan annexed hereto and so numbered
“Plan 3”	The Plan annexed hereto and so numbered
“Plan 4”	The Plan annexed hereto and so numbered
“Planning Permission”	The Planning Permission for the Development in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the Application;
“Pre-qualified Firms”	Approved or accredited contractors, vetted by http://www.exorgroup.co.uk/ ;
“Public Open Space, Children’s Play Equipment and Sports’ Development Contribution”	The sum of £42,761 (forty two thousand seven hundred and sixty one pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 towards the creation of new Council maintained public space and the improvement of existing Council maintained public space together with the provision of children’s play equipment and sports’ development in the vicinity of the Site;
“Public Realm Improvements Contribution”	The sum of £28,500 (twenty eight thousand five hundred pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3;
“Registered Provider”	A registered provider within the meaning of the Housing Regeneration Act 2008 (and any amendment re-enactment or successor provision), either: <ul style="list-style-type: none"> (1) drawn from the list of the registered providers attached hereto as schedule 6 and not removed from the register pursuant to Section 4 of that Act, or (2) approved for the purposes of this Deed in writing by the Director of Regeneration and Neighbourhoods such approval not to be unreasonably withheld or delayed
“Rented Units”	Means the nine Affordable Housing Units (including the Wheelchair Accessible Affordable Housing) available for rent in perpetuity such that: <ul style="list-style-type: none"> (a) the total cost of rent and service management charges meets

Plan 1

N



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Location Plan

10 AP 2267

04 AUG 2010

SCANNED ON
11 AUG 2010
PLANNING (JR)

AUTHORISED
SIGNATORY

Eker

general notes	
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project
**177-184 Grange Road
Southwark SE1**

for
Linden Homes

Scale

drawing title

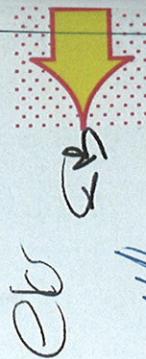
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Location Plan

revision	date	notes	
status	Planning Application		
scale	date	drawn by	drawing no.
1:1250 @ A4	July 10	CT	210008/001

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Key

 = Rented Accommodation
 = Shared Ownership



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AUTHORISED SIGNATORY

Build revision date notes
const project

177-184 Grange Road
Southwark SE1

for

Linden Homes

drawing title

Affordable Housing Units
Proposed First Floor Plan

status

scale date drawn by drawing no.
1:200 @ A3 JUL 11 LAE 211011/501 (-)



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Fendall Street

Plan 3

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Key

- = Rented Accommodation
- = Shared Ownership
- = Disabled Accommodation

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construct
project

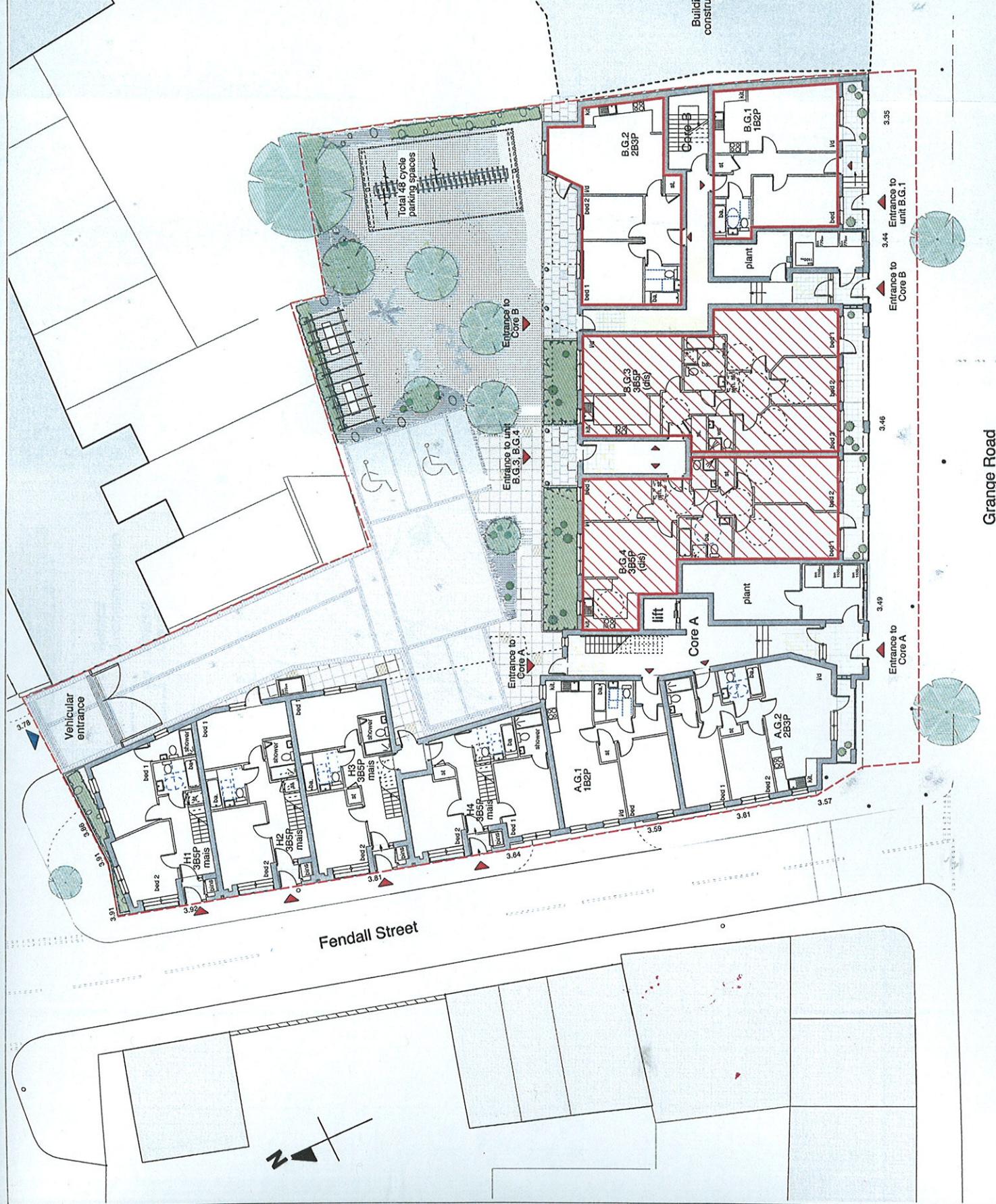
177-184 Grange Road
Southwark SE1

for Linden Homes
drawing ref.
Affordable Housing Units
Proposed Ground Floor Plan
status

scale 1:200
date @ A3
drawn by JUL-11
rev. LAE 21/10/15/00 (1)

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architects



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Key

 = Rented Accommodation
 = Shared Ownership



Claire
lmt
RK

AUTHORISED SIGNATORY

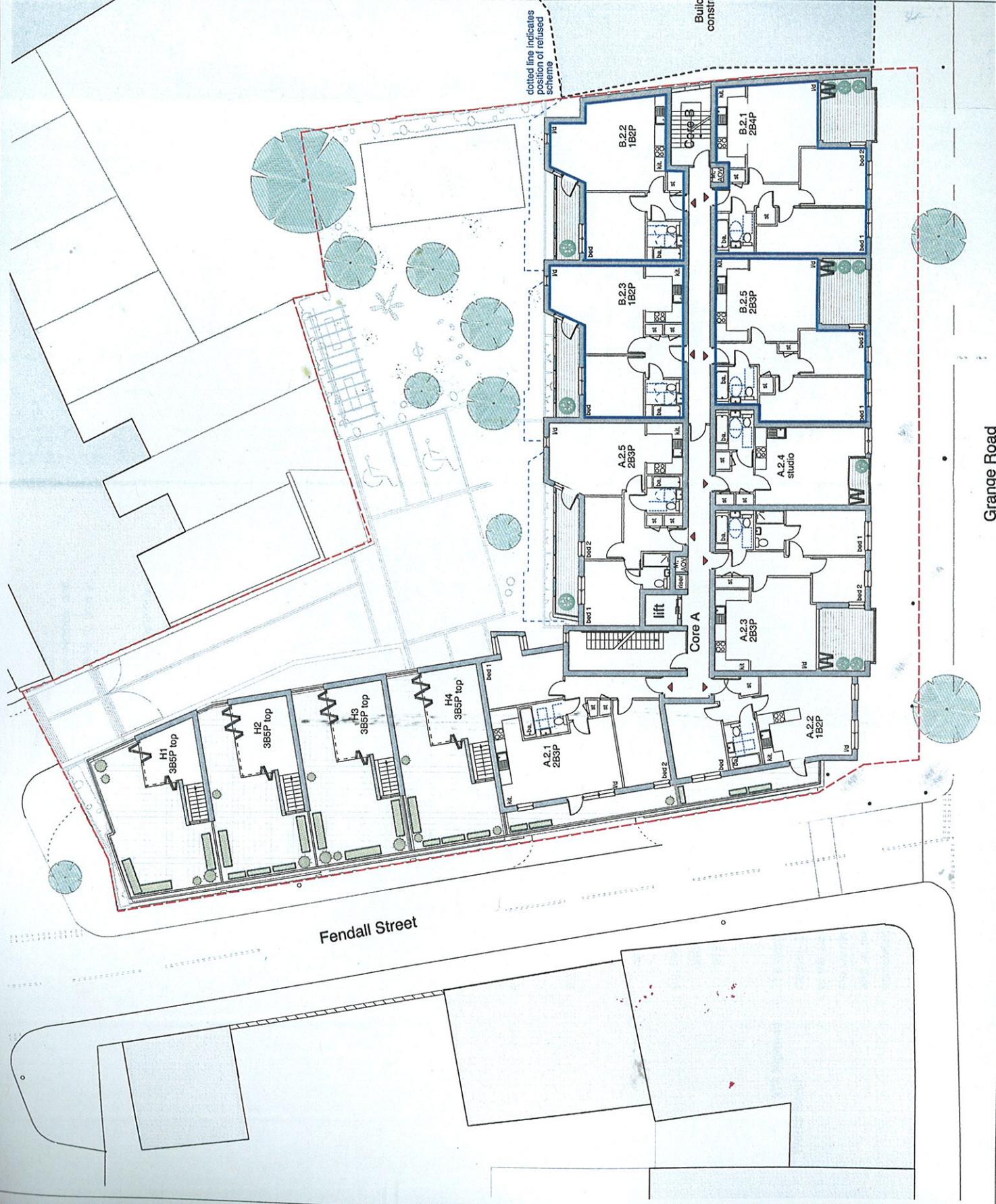
Build revision date notes
project constr
status

177-184 Grange Road
Southwark SE1
for Linden Homes

Affordable Housing Units
Proposed Second Floor Plan
drawing title
scale 1:200 date JUL 11 L&E 211011/502 (1)

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targets for affordable rented housing set by the Homes and Communities Agency and successor bodies from time to time in existence; and

- (b) is consistent with the Council's Affordable Housing Supplementary Planning Document or other guidance published, or referred to, by the Council in respect of social rent levels, extant at the Implementation Date

AND outlined in red on Plan 2 and Plan 3

"Remaining Units" The twenty five residential units forming part of the Development other than the Affordable Housing Units;

"RSL Mortgagee's Duty" The tasks and duties set out in Schedule 7 of this Deed;

"Section 278 Highways Agreement(s)" Any agreement(s) between the Owner or Developer and the Council pursuant to section 278 of the Highways Act 1980 for securing and authorising the Owner or Developer to carry out the Section 278 Highway Works and (unless otherwise agreed between Owner or Developer and the Council) the Section 278 Highways Agreement(s) will include (without limitation) provisions for:

- (a) the Section 278 Highways Works to be secured in the sum of the Section 278 Highways Works Bonds;
- (b) the Owner or Developer to carry out the Section 278 Highways Works in accordance with the approved Section 278 Highways Works Specification(s) at its own cost and at no cost to the Council; and
- (c) the security relating to the amount of the Section 278 Highway Works 1 to be delivered prior to the commencement of the Section 278 Highway

"Section 278 Highway Works Bond" The deposit, bond, guarantee, surety or similar security relating to the Section 278 Highway Works in a sum equivalent to the estimated cost of the Section 278 Highway Works plus ten percent to be procured by the Owner or Developer from a reputable financial institution pursuant to and at the same date as the Section 278 Highways Agreement(s) is completed;

"Section 278 Highway The provision by the Owner or Developer of in kind site specific

“Works”

transport and highways works connected with the Development and comprising highways works in the Council's area being: -

- a. The widening of the publicly maintainable footway in Grange Road so that it abuts the building line of the Development and the insertion of dropped kerb(s) to allow servicing by refuse vehicles); and
 - b. the renewal of both footway and carriageway and the realignment of the kerblines in that part of Fendall street adjacent to the Development
 - c. The renewal of the footway including kerbline and insertion of a vehicle crossover on that part of Grange Walk bounding the Site
- PROVIDED THAT the Owner or Developer shall be responsible for the full cost of the Section 278 Highway Works;

“Section 278 Highway Works Specification”

A detailed design specification of the Section 278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Owner or Developer pursuant to Schedule 2, paragraph 8.1 and approved by the Council (as local planning authority and highway authority) on or before the date the Owner or Developer and the Council (as highway authority) enter into the Section 278 Highway Works Agreement.

“Shared Ownership Lease”

A lease of an Affordable Housing Unit in the form of the Homes and Communities Agency standard lease and disposed of a type described in (a) of the definition of "disposed of on shared ownership terms" in Section 2(6) of the Housing Act 1996;

“Significant Under-performance”

delivery of less than 50 per cent of total outputs specified in paragraphs 3.2.2 - 3.2.4 of Schedule 2 of this Deed;

“Site”

the land known as 177-184 Grange Road London SE1 3AA registered at Land Registry with freehold title absolute under Title No. TGL106555 and for the purpose of identification only shown edged red on Plan 1 annexed hereto;

“Site and Development

Education Contribution, Health Contribution, Public Open Space,

Contributions”	Children’s Play Equipment, and Sports Development Contribution, Public Realm Contribution, Site Specific Transport Contribution, Strategic Transport Contribution, Car Club Contribution, Construction Workplace Co-ordinator, Tree Planting Contribution, Traffic Management Order Contribution and Employment Contribution
“Site and Development Facilities”	Community facilities, education, public open space, children’s play equipment and sports development, strategic and site specific transport, public realm, and workplace co-ordinator
“Site Specific Transport Contribution”	The sum of £19,000 (nineteen thousand pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3;
“Southwark Plan”	The Southwark Plan 2007;
“Staircasing”	The purchase by the owner of a Shared Ownership Unit of additional equity in the Shared Ownership Unit in accordance with arrangements (including the minimum amount of additional equity that can be purchased on any occasion) as agreed by the Council with the Owner or Developer;
“Strategic Transport Contribution”	The sum of £17,638 (seventeen thousand six hundred and thirty eight pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 [and to be expended by the Council towards strategic transport improvements to be agreed as set out in the Council’s Local Implementation Plan;]
“Traffic Management Order Contribution”	The sum of £2750 (two thousand seven hundred and fifty pounds) to be used by the Council towards the cost of the Traffic Management Order;
“Traffic Management Order”	An amendment to the existing traffic order which will prohibit new occupiers of the Development (unless they are the holder of a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) from obtaining a Parking Permit or buying a contract to park within any car park owned, controlled or licensed by the Council;
“Travel Plan”	the travel plan or document submitted to the Council by the Owner or Developer with the Planning Application and approved by the Council in

Plan 1



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Location Plan

10 AP 2267

04 AUG 2010

SCANNED ON
11 AUG 2010
PLANNING (JR)

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SIGNATORY

Eker

general notes
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project
177-184 Grange Road Southwark SE1

for

Linden Homes

drawing title

Location Plan

Scale

0 5 10 50m

revision	date	notes	
status	Planning Application		
scale	date	drawn by	drawing no.
1:1250 @ A4	July 10	CT	210008/001
KKM architects			81 Maygrove Road, London, NW6 2EG
			Telephone 020 7328 8122 Fax 020 7328 9849 E-mail info@kkmarchitects.com

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architect.

- = Rented Accommodation
- = Shared Ownership

EB *RAC*

AUTHORISED SIGNATORY

Bulldozer date /None/
constri
ject
177-184 Grange Road
Southwark SE1
12
Linden Homes
Drawing title
Affordable Housing Units
Proposed First Floor Plan
Status
1:200 @ A3
date JUL 11
drawn by LAE
211011/501
(1)

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Fendall Street

Plan 3

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 = Shared Ownership
 = Disabled Accommodation

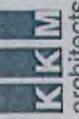
E.W. S. J. R. C. M.

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SIGNATORY

Built
construction date
Project
177-184 Grange Road
Southwark SE1
Linden Homes
drawing title
Affordable Housing Units
Proposed Ground Floor Plan

scale
1:200 date drawn by drawing no.
@ A3 JUL 11 LAE 211011/500 (1)

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Key

■ = Rented Accommodation
■ = Shared Ownership

(Handwritten signatures and initials are present over the top left corner of the floor plan area.)

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Build review date: 12/07/2011
Project: 177-184 Grange Road
Address: Southwark SE1
Drawing title: Linden Homes
Status: Affordable Housing Units
Proposed Second Floor Plan
Scale: 1:200
Date: JUL 11
Drawn by: LAE
Ref: 2110111502
(1)

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London, NW6 2EG
Telephone: 020 7268 8122
Fax: 020 7268 8848
Email: info@lindenhomes.com



	<p>targets for affordable rented housing set by the Homes and Communities Agency and successor bodies from time to time in existence; and</p> <p>(b) is consistent with the Council's Affordable Housing Supplementary Planning Document or other guidance published, or referred to, by the Council in respect of social rent levels, extant at the Implementation Date</p> <p>AND outlined in red on Plan 2 and Plan 3</p>
"Remaining Units"	The twenty five residential units forming part of the Development other than the Affordable Housing Units;
"RSL Mortgagee's Duty"	The tasks and duties set out in Schedule 7 of this Deed;
"Section 278 Highways Agreement(s)"	<p>Any agreement(s) between the Owner or Developer and the Council pursuant to section 278 of the Highways Act 1980 for securing and authorising the Owner or Developer to carry out the Section 278 Highway Works and (unless otherwise agreed between Owner or Developer and the Council) the Section 278 Highways Agreement(s) will include (without limitation) provisions for:</p> <p>(a) the Section 278 Highways Works to be secured in the sum of the Section 278 Highways Works Bonds;</p> <p>(b) the Owner or Developer to carry out the Section 278 Highways Works in accordance with the approved Section 278 Highways Works Specification(s) at its own cost and at no cost to the Council; and</p> <p>(c) the security relating to the amount of the Section 278 Highway Works 1 to be delivered prior to the commencement of the Section 278 Highway</p>
"Section 278 Highway Works Bond"	The deposit, bond, guarantee, surety or similar security relating to the Section 278 Highway Works in a sum equivalent to the estimated cost of the Section 278 Highway Works plus ten percent to be procured by the Owner or Developer from a reputable financial institution pursuant to and at the same date as the Section 278 Highways Agreement(s) is completed;
"Section 278 Highway	The provision by the Owner or Developer of in kind site specific

“Works”	transport and highways works connected with the Development and comprising highways works in the Council's area being: -
	<ul style="list-style-type: none"> a. The widening of the publicly maintainable footway in Grange Road so that it abuts the building line of the Development and the insertion of dropped kerb(s) to allow servicing by refuse vehicles); and b. the renewal of both footway and carriageway and the realignment of the kerblines in that part of Fendall street adjacent to the Development c. The renewal of the footway including kerbline and insertion of a vehicle crossover on that part of Grange Walk bounding the Site
	PROVIDED THAT the <u>Owner or</u> Developer shall be responsible for the full cost of the Section 278 Highway Works;
“Section 278 Highway Works Specification”	A detailed design specification of the Section 278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the <u>Owner or</u> Developer pursuant to Schedule 2, paragraph 8.1 and approved by the Council (as local planning authority and highway authority) on or before the date the Owner or Developer and the Council (as highway authority) enter into the Section 278 Highway Works Agreement.
“Shared Ownership Lease”	A lease of an Affordable Housing Unit in the form of the Homes and Communities Agency standard lease and disposed of a type described in (a) of the definition of "disposed of on shared ownership terms" in Section 2(6) of the Housing Act 1996;
“Significant Under-performance”	delivery of less than 50 per cent of total outputs specified in paragraphs 3.2.2 - 3.2.4 of Schedule 2 of this Deed;
“Site”	the land known as 177-184 Grange Road London SE1 3AA registered at Land Registry with freehold title absolute under Title No. TGL106555 and for the purpose of identification only shown edged red on Plan 1 annexed hereto;
“Site and Development	Education Contribution, Health Contribution, Public Open Space,

Contributions”	Children's Play Equipment, and Sports Development Contribution, Public Realm Contribution, Site Specific Transport Contribution, Strategic Transport Contribution, Car Club Contribution, Construction Workplace Co-ordinator, Tree Planting Contribution, Traffic Management Order Contribution and Employment Contribution
“Site and Development Facilities”	Community facilities, education, public open space, children's play equipment and sports development, strategic and site specific transport, public realm, and workplace co-ordinator
“Site Specific Transport Contribution”	The sum of £19,000 (nineteen thousand pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3;
“Southwark Plan”	The Southwark Plan 2007;
“Staircasing”	The purchase by the owner of a Shared Ownership Unit of additional equity in the Shared Ownership Unit in accordance with arrangements (including the minimum amount of additional equity that can be purchased on any occasion) as agreed by the Council with the Owner or Developer;
“Strategic Transport Contribution”	The sum of £17,638 (seventeen thousand six hundred and thirty eight pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 [and to be expended by the Council towards strategic transport improvements to be agreed as set out in the Council's Local Implementation Plan;]
“Traffic Management Order Contribution”	The sum of £2750 (two thousand seven hundred and fifty pounds) to be used by the Council towards the cost of the Traffic Management Order;
“Traffic Management Order”	An amendment to the existing traffic order which will prohibit new occupiers of the Development (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) from obtaining a Parking Permit or buying a contract to park within any car park owned, controlled or licensed by the Council;
“Travel Plan”	the travel plan or document submitted to the Council by the Owner or Developer with the Planning Application and approved by the Council in

writing and which shall take effect on the Completion Date;

"Tree Planting Contribution"	The sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner or Developer to the Council in accordance with paragraph 1 of Schedule 3 and to be expended by the Council towards the planting of trees for the public benefit in the vicinity of the Site;
"Wheelchair Accessible Affordable Housing"	The two ground floor three bedroom Rented Units as indicated in the Approved Affordable Housing Mix and outlined and hatch in red on Plan 3;

In this Deed:

- 1.2 Where in this Deed reference is made to a clause, paragraph, schedule or plan it is to a clause, paragraph, schedule or plan in this Deed.
- 1.3 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.
- 1.4 A reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.

2. Statutory Provisions

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Owner and the Developer are entered into with the intent that subject to Clause 8 the same shall be enforceable without limit of time not only against the Owner and/or the Developer but also against their respective successors in title and assigns and any person corporate or otherwise claiming through or under the Owner or the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 2.2 To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

3. Legal Effect

- 3.1 The Deed shall come into effect on the date of this Deed save for clauses 4, 5, 6, 7, 11 and 14 which shall come into effect on the grant of Planning Permission.
- 3.2 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the parties:-
- 3.2.1 the obligations in this Deed shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and
- 3.2.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and
- 3.2.3 this Deed shall be endorsed with the following words in respect of any future Section 73 application: -

"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new deed or supplemental deed pursuant to S106 of the 1990 Act.

- 3.3 If the Planning Permission shall expire prior to Implementation or shall at any time be revoked without the agreement of the Parties to this Deed this Deed shall forthwith determine and cease to have effect
- 3.4 If the Planning Permission is quashed, prior to Implementation, as a result of the successful legal challenge then this Deed shall absolutely determine and become null and void without prejudice to the rights of any Party against the other

4. Obligations of the Developer

- 4.1** The Owner and the Developer jointly and severally covenant to observe and perform or cause to be observed and performed the obligations contained in Schedule 2 and Schedule 3 of this Deed at the times and in the manner provided therein.
- 4.2** Without prejudice to any other remedy available to the Council, the Owner and Developer covenant that no part of the Development shall be used or Occupied unless and until the obligations contained within Schedule 2 and 3 of this Deed have been complied with PROVIDED THAT this clause shall not apply to the provisions contained in paragraph 1 of Schedule 2 of this Deed.
- 4.3** The Developer, or Owner shall pay the Contributions as specified in Schedule 2 and Schedule 3 of this Deed by way of CHAPS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT or such other account as the Council shall nominate.
- 4.4** The Owner and the Developer jointly and severally covenant to construct the Estate Roads to the adoptable standard required by the Highways Authority and shall maintain the Estate Roads thereafter in good condition and procure that the Estate Roads are so maintained

5. Developer to Notify Council

- 5.1** The Owner and the Developer covenant with the Council to notify the Council:
 - 5.1.1** of its application to the Land Registry under clause 9 within 14 days of this Deed; and
 - 5.1.2** immediately of the occurrence of the Implementation Date by written notice; and
 - 5.1.3** of its intention to pay the Site and Development Contributions referred to in Schedules 2 and 3 by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 working days immediately preceding the making of such payment; and
 - 5.1.4** of the occurrence of the date of completion of the construction of the Affordable Housing Units as soon as reasonably practicable by written notice; and
 - 5.1.5** of the occurrence of the Occupation or Disposal of the 25% Remaining Unit as soon as reasonably practicable by written notice.
 - 5.1.6** of the occurrence of Occupation by written notice

6. Council's Covenants

6.1 The Council covenants with the Owner and as a separate covenant with the Developer to observe and perform or cause to be observed and performed the obligations in Schedule 4 of this Deed.

7. Mortgagee

7.1 The Mortgagee has a registered legal charge over the Site and hereby consents to the Owner entering into this Deed and consents to the Site being bound by the covenants, obligations and undertakings contained herein and that the said covenants obligations and undertakings shall take priority over its interest and should the Mortgagee become successor in title or a mortgagee in possession of the Site or any part thereof before the planning obligations contained in this Deed have been performed in full the Mortgagee agrees to be bound by those provisions of this Deed which are binding on the Owner.

8. Enforceability of Obligations

8.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:

8.1.1

- a) any mortgagees of a Registered Provider providing that they shall have first complied with the RSL Mortgagees Duty set out in Schedule 7; or
- b) any receiver appointed by such mortgagees providing the RSL Mortgagees Duty has been complied with; or
- c) a person who is a successor in title to or derives title through or under (i) such mortgagees or (ii) the Registered Social Landlord at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;"

8.1.2

- a) any mortgagees of a residential tenant or person to whom a Registered Provider grants a shared ownership lease or transfer;
- b) any receiver appointed by such mortgagees;
- c) a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees.

8.1.3 any Competent Authority or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage

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- b) any receiver appointed by such mortgagees providing the RSL Mortgagees Duty has been complied with; or
- c) a person who is a successor in title to or derives title through or under (i) such mortgagees or (ii) the Registered Social Landlord at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees;"

8.1.2

- a) any mortgagees of a residential tenant or person to whom a Registered Provider grants a shared ownership lease or transfer;
- b) any receiver appointed by such mortgagees;
- c) a person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees.

8.1.3 any Competent Authority or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage

- telecommunication services, public transport services or any other services whatsoever;
- 8.1.4 any tenant and successor who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- 8.1.5 tenant and successor who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit;
- 8.1.6 any tenant Staircasing to 100% pursuant to a shared ownership lease or any person deriving title through or under such tenant or any successor in title thereto and their respective mortgagees.
- 8.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).
- 9. Registration**
- 9.1 Immediately after the execution of this Deed, the Owner shall make an application to the Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Number(s) referred to in recital B above so as to bind the Site as provided for in the before-mentioned statutory provisions.
- 9.2 If the Owner fails to make application as referred to in clause 9.1 above the Council shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 9.3 The covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.
- 10. Site Not To Be Encumbered**
- 10.1 The Owner hereby covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

- 11. Right of Access**
 - 11.1** Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.
- 12. Waiver**
 - 12.1** No waiver (whether express or implied) by the Council of any breach or default by the Owner or the Developer (as the case may be) in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Owner or the Developer (as the case may be).
- 13. Interest on Late Payment**
 - 13.1** Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Owner shall pay on demand to the Council interest thereon at the interest rate of three per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.
- 14. Indexation**
 - 14.1** Any sums referred to in this Deed as payable or to be applied by any party other than the Council under this Deed shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Deed a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the Index figure last published by the Office for National Statistics or, where any sums relate to construction costs the BCIS General Building Cost Index, at the date hereof is the denominator ("X") and the published relevant index figure for the calendar month in which the respective payment or application is due to be made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y - X)}{X}$$

- 14.2** For the avoidance of doubt the following contributions will in the absence of anything to the contrary be treated as representing construction related costs for the purposes of applying

the BCIS index pursuant to this Clause : those contributions related to Public Realm, Health, Education, Strategic Transport, Site Specific Transport and Community Facilities.,

All other contributions will be treated as non construction related and be indexed according to the abovementioned RPIX index.

15. Enforcement Costs

15.1 Without prejudice to the terms of any other provision herein the Owner shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising hereunder.

16. Administration Cost

16.1 The Owner hereby covenants with the Council:

16.1.1 To pay to the Council the Administration Cost on or before completion of this Deed; and

16.1.2 Not to Implement or allow Implementation until the Owner or Developer has paid the Administration Cost to the Council.

17. Council's Legal Fees

17.1 The Owner shall pay on the date of this Deed to the Council, by way of a banker's draft or solicitor's client account cheque made payable to "the London Borough of Southwark", the Council's reasonable costs in the preparation and negotiation of this Deed.

18. VAT

18.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

18.2 The Owner and the Developer hereby acknowledge and agrees that if at any time VAT is required to be paid in respect of any Site and Development Contributions then to the extent that VAT had not been previously charged in respect of that contribution the Council shall have the right to issue a VAT invoice to the Owner or Developer and the VAT shall be paid accordingly.

19. **Notices**

- 19.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 19.3.
- 19.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:
- 19.2.1 if delivered by hand, upon delivery at the relevant address;
 - 19.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting; and
 - 19.2.3 if sent by facsimile, when successfully transmitted
- except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.
- 19.3 Subject to clause 19.4, the address, facsimile number, relevant addressee and reference for each party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport, Regeneration & Neighbourhoods, PO Box 64529 London, SE1P 5LX;

Facsimile number: 02075265432;

Relevant addressee: The Director of Regeneration and Neighbourhoods;

Reference: S106/ 140579 and 11-AP-1390

For the Developer:

Address: the Developer's registered office from time to time and Linden House Guards Avenue Caterham Surrey CR3 5XL;

Facsimile number: 01883 349885;

Email : Dylan.May@lindenhomes.co.uk

Relevant addressee: Dylan May;

Reference: Grange Road;

Telephone: 01883 334444

For the Owner

Address: Beachcroft LLP 100 Fetter Lane London EC4A 1BN and the Owners registered office

Facsimile number: 020 7894 6660;

Email : jphelps@beachcroft.com

Relevant addressee: John Phelps

Telephone: 020 7894 6625

[For the Mortgagee:]

Address: The Mortgagee's registered address from time to time]:

Relevant addressee: Mr D Green

19.4 A party may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

- 19.4.1 the date specified in the notification as the date on which the change is to take place; or
- 19.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

20. **DETERMINATION OF DISPUTES**

20.1 Subject to clause 20.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this clause 20. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

- 20.2 For the purposes of this clause 20 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 20.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 20.4.
- 20.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 20.5 The Specialist is to act as an independent expert and:
- 20.5.1 each party may make written representations within ten working days of his appointment and will copy the written representations to the other party;
 - 20.5.2 each party is to have a further ten working days to make written comments on the other's representations and will copy the written comments to the other party;
 - 20.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 20.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 20.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 20.5.6 the Specialist is to use all reasonable endeavours to publish his decision within 30 working days of his appointment.
- 20.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 20, including costs connected with the appointment of the Specialist and the Specialist's own

costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

- 20.7 This clause 20 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.
21. **Contracts (Rights of Third Parties) Act 1999**
- 21.1 A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999.
22. **Miscellaneous**
- 22.1 The construction validity and performance of this Deed shall be governed by English law.
- 22.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.
- 22.3 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 22.4 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Deed.
- 22.5 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Deed shall have no further effect thereupon.
- 22.6 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

23. Community Infrastructure Levy

- 23.1 The Parties agree that to the extent that any obligations that are contained in this deed directly or indirectly relate to the provision or payment in relation to Infrastructure as defined under the Community Infrastructure Levy Regulations (including the provision of any land or property for the purposes of Infrastructure provision) extant at the date of this Deed shall in relation to such obligations be in full and final settlement of any Infrastructure Levy which may apply to the Site or to the Development due to, and following, the grant of the Planning Permission in respect of the Development.
- 23.2 The Council is satisfied that the planning obligations given by both the Owner and Developer set out in Schedule 2 and Schedule 3 of this Deed accord with the three statutory tests set out in Regulations 122 (2)(a)-(c).

24. Indemnity

Subject to the Planning Permission being granted and the Developer implementing the Development the Developer hereby unilaterally indemnifies and covenants to keep indemnified the Owner from and against all costs expenses demands claims actions proceedings obligations and liabilities howsoever arising (whether directly or indirectly) in respect of the terms of this Planning Obligation .

Eker S Park

RECOMMENDATION LDD MONITORING FORM REQUIRED

This document shows the case officer's recommended decision for the application referred to below.
This document is not a decision notice for this application.

Applicant Linden Homes South East **Reg. Number** 11-AP-1390
Application Type Full Planning Permission **Case Number** TP/32-177
Recommendation Grant subject to Legal Agreement

Draft of Decision Notice

Planning Permission was GRANTED for the following development:

Demolition of the existing building and redevelopment of the site by the erection of a part 2, 3, 4 and 5 storey building (5 storeys fronting Grange Road) comprising 38 residential units (2 x studio, 11 x 1 bed, 17 x 2 bed and 8 x 3 bed); 4 car parking spaces and 46 secure cycle parking spaces within the rear courtyard and ancillary landscaping.

At: LAND AT 177-184 GRANGE ROAD, LONDON, SE1 3AA

In accordance with application received on 28/04/2011

and Applicant's Drawing Nos. 211011/PA/001, 211011/PA/010, 211011/PA/020, 211011/PA/021, 211011/PA/030, 211011/PA/031, 211011/PA/110, 211011/PA/120, 211011/PA/121, 211011/PA/122, 211011/PA/123, 211011/PA/124, 211011/PA/125, 211011/PA/130, 211011/PA/131, 211011/PA/132, 211011/PA/140, 211011/PA/150, 2277-LP-01 C

Planning Statement, Daylight & Sunlight Report, Draft Heads of Terms, Sustainability Assessment, Marketing Report, Foul Drainage & Utilities Assessment, PPG24 Assessment, Arboricultural Impact, Site Waste Management Plan, PPS 5 Assessment, Flood Risk Assessment, Air Quality Assessment, Statement of Community Involvement, Transport Assessment, Design & Access Statement

Rec'd 04/05/2011 1.CD, Daylight and Sunlight Report, Archaeological Desk Based Assessment

Reasons for granting planning permission

This planning application was considered with regard to various policies including, but not exclusively:

- a) Saved policies 2.5 planning obligations, 3.1 environmental effects, 3.2 protection of amenity, 3.4 energy efficiency, 3.6 air quality, 3.7 waste reduction, 3.8 waste management, 3.9 water, 3.11 efficient use of land, 3.12 quality in design, 3.13 urban design, 3.14 designing out crime, 3.28 biodiversity, 4.1 density of residential development, 4.2 quality of residential accommodation, 4.3 mix of dwellings, 5.2 transport impacts, 5.3 walking and cycling, 5.6 car parking of the Southwark Plan 2007.
- b) Supplementary Planning Documents: Sustainable Transport Planning SPD, Sustainable Design and Construction SPD, Design and Access Statements SPD, Section 106 Planning Obligations SPD, Residential Design Standards SPD.
- c) Strategic policies 1 sustainable development, 2 sustainable transport, 5 providing new homes, 6 homes for people on different incomes, 7 family homes, 12 design and conservation and 13 high environmental standards of the Core Strategy 2011.
- d) Policies 3.3 Increasing housing supply, 3.5 Quality and design of housing, 3.6 Childrens and young peoples play, 3.8 Housing choice, 3.13 Negotiating affordable housing, 3.17 Protection and enhancement of social infrastructure, 5.2 Minimising carbon dioxide emissions, 5.3 Sustainable design and construction, 5.7 Renewable energy, 6.3 Assessing transport capacity, 7.4 Local character, 7.15 Reducing noise, 7.19 Biodiversity, 8.2 Planning obligations, of the replacement London Plan 2011.
- e) Planning Policy Guidance Notes PPS1 Sustainable development, PPS3 Housing, PPS13 Transport, PPS22 Renewable energy, PPG24 Planning and noise and PPS25 Development and flood risk.

The principle of redevelopment of this site for residential use is supported and in line with Southwark and London Plan policies which seek to increase the supply of housing. The design and massing of the buildings has evolved through a long pre-application process and would successfully relate to the surrounding buildings, subject to further design details

being secured. The overall quality and standard of accommodation provided is acceptable. The amenity impacts resulting from the development have been considered, and having regard to the representations received from nearby occupiers, are on balance considered to be acceptable. The impacts on the highway network can be controlled through mechanisms secured through the S106 agreement, and are on balance considered to be acceptable. The S.106 offer is considered appropriate and therefore provides the required level of mitigation. The scheme is therefore considered to comply with the relevant Southwark Core Strategy and London Plan policies.

Subject to the following condition:

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason:

As required by Section 91 of the Town and Country Planning Act 1990 as amended.

- 2 Before any above grade work hereby authorised begins (excluding demolition), material samples / sample-boards of all external facing materials to be used in the carrying out of this permission shall be submitted to, or provided on site to be approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with saved Policies: 3.12 Quality in Design and 3.13 Urban Design of The Southwark Plan 2007 and Strategic Policy 12 in the Core Strategy.

- 3 Prior to the commencement of any works above grade hereby approved (excluding demolition), section detail-drawings at a scale of 1:5 through:

- principal features on the facades;
- parapets/roof edges;
- balconies/terraces;
- junctions between materials/levels; and
- reveals, heads, sills and jambs of all openings,

shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order to ensure that these samples will make an acceptable contextual response in terms of materials to be used, and achieve a quality of design and detailing in accordance with saved Policies: 3.12 Quality in Design and 3.13 Urban Design of The Southwark Plan 2007 and Strategic Policy 12 in the Core Strategy.

- 4 Before any above grade work hereby authorised begins (excluding demolition), detailed drawings at a scale of 1:50 of a hard and soft landscaping scheme to the site; including any walkways, dedicated communal and private amenity space and rooftop gardens (including surfacing materials, pathways layouts, materials and edge details, roof top planters, biodiverse roof to the cycle store, all boundary treatments such as walls and fences, play equipment and material samples of hard landscaping, including permeable hard landscaping), shall be submitted to and approved in writing by the Local Planning Authority and the landscaping shall not be carried out otherwise than in accordance with any such approval given. The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason:

In order to ensure that the design and details are acceptable and the spaces around the site are acceptable in accordance with saved Policies 3.12 Quality in Design, 3.13 Urban Design and 3.28 Biodiversity of The Southwark Plan 2007 and Strategic Policy 12 'Design and Conservation' and 13 'High Environmental Standards' in the Core Strategy.

- 5 Any machinery, plant or equipment installed or operated in connection with the carrying out of this permission

shall be so enclosed and/or attenuated that noise therefrom does not, at any time, increase the ambient equivalent noise level when the plant, etc., is in use as measured at any adjoining or nearby premises in separate occupation; or (in the case of any adjoining or nearby residential premises) as measured outside those premises; or (in the case of residential premises in the same building) as measured in the residential unit.

Reason:

In order to protect neighbouring occupiers from noise nuisance thereby protecting the amenity of neighbouring occupiers in accordance with saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007 and Planning Policy Guidance 24 Planning and Noise.

- 6 All residential premises shall be designed to attain the following internal noise levels:

Bedrooms- 30dB L_{Aeq,8hr}* and 45dB L_{Afmax}

Living rooms- 30dB L_{Aeq,16hr}**

* 8 hours between 23:00-07:00

**16 hours between 07:00-23:00.

Reason:

To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with saved Policies 3.1 Environmental Effects and 3.2 Protection of Amenity of The Southwark Plan 2007 and PPG 24 Planning and Noise.

- 7 Prior to the commencement of development (excluding demolition), a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and submitted to the Local Planning Authority for approval in writing. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

Reason:

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.1 'Environmental effects' of the adopted Southwark Plan 2007 and PPS 23 Planning and Pollution Control.

- 8 The approved remediation scheme shall be carried out in accordance with its terms prior to the commencement of development (excluding demolition) other than that required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out shall be submitted to the Local Planning Authority for approval in writing.

Reason

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.1 'Environmental Effects' of the adopted Southwark Plan 2007 and PPS 23 Planning and Pollution Control.

- 9 In the event that contamination is found at any time when carrying out the approved development that was not previously identified, it shall be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition 13, and submitted to the Local Planning Authority for approval in writing.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared, and submitted to the Local Planning Authority for written approval.

Reason

To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.1 Environmental effects of the adopted Southwark Plan 2007 and PPS 23 Planning and Pollution Control.

- 10 No structures or planting or boundary treatment exceeding 600mm in height overall, shall be placed or erected within the area of visibility of the splay to the Grange Walk vehicle access as shown on the approved plans.

Reason

To ensure compliance with saved policy 5.2 Transport Impacts of the Southwark Plan 2007 and Strategic Policy 2 'sustainable transport' in the Core Strategy.

- 11 Notwithstanding the details hereby approved, the gate serving the vehicle access from Grange Walk shall be set back a minimum of 6 metres from the nearest part of the footpath on Grange Walk.

Reason

To ensure compliance with saved policy 5.2 Transport Impacts of the Southwark Plan 2007 and Strategic Policy 2 'sustainable transport' in the Core Strategy.

- 12 Before any demolition and construction works hereby authorised begins, details of an Environmental Management Plan and Code of Practice (which shall oblige the applicant/developer and its contractors to use all best endeavours to minimise disturbances including but not limited to noise, vibration, dust, smoke and plant emissions emanating from the site) which shall include the following information:

- A detailed specification of demolition (including method and foundation piling) and construction works for each phase of development including consideration of environmental impacts and the required remedial measures;
- A detailed specification of engineering measures, acoustic screening and sound insulation measures required to mitigate or eliminating specific environmental impacts;
- Details of arrangements for publicity and promotion of the scheme during construction;
- A commitment to adopt and implement of the ICE Demolition Protocol and Southwark's Environmental Code of Construction and GLA Best Practice Guidance.
- A Delivery and Servicing Plan.

shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given and the demolition and construction work shall be undertaken in strict accordance with the approved Management Plan and Code of Practice.

Reason:

To ensure that the occupiers of neighbouring premises do not suffer a loss of amenity by reason of pollution and nuisance, in accordance with saved Policies 3.1 Environmental Effects and 3.2 Protection of Amenity of The Southwark Plan 2007.

- 13 Prior to the commencement of any works above grade hereby approved (excluding demolition), full details of the cycle parking for the whole development including the appearance of the cycle store structure, types of stands, layout and access details to the storage, shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking facilities shall be provided prior to first occupation of the development and maintained in accordance with the details approved.

Reason:

In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with saved policy 5.2 Transport Impacts and 5.3 Walking and Cycling of the Southwark Plan 2007 and Strategic Policy 2 'sustainable transport' in the Core Strategy.

- 14 Before the first occupation of the development hereby permitted, a Code for Sustainable Homes final certification (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at Code Level 4 have been met.

Reason

To ensure the proposal complies with Policies 3.3 Sustainability and 3.4 Energy Efficiency of the Southwark Plan 2007.

- 15 The proposed development shall include the provision of a minimum of 10 swift bricks and 10 bat bricks which shall be in place prior to first occupation and permanently maintained thereafter unless otherwise approved in writing by the Local Planning Authority.
- Reason:
To ensure the proposal protects and enhances biodiversity in accordance with saved Policy 3.28 Biodiversity of The Southwark Plan 2007.
- 16 Prior to the commencement on any development above grade (excluding demolition), full details for the fitting out of the wheelchair accessible units hereby approved (2 units) shall be submitted to the local planning authority for its written approval. Prior to the first occupation of any wheelchair accessible accommodation hereby approved, they shall be fitted out in accordance with the approved scheme and shall be retained thereafter unless otherwise approved in writing by the Local Planning Authority.
- Reason
To ensure the wheelchair units approved are delivered to the relevant standard in accordance with saved Policy 4.4 of the Southwark Plan [2007].
- 17 Notwithstanding the provisions of Parts 24 and 25 The Town & Country Planning [General Permitted Development] Order 1995 [as amended or re-enacted] no external telecommunications equipment or structures shall be placed on the roof or any other part of a building.
- Reason:
In order to ensure that no telecommunications plant or equipment which might be detrimental to the design and appearance of the building and visual amenity of the area is installed on the roof of the building in accordance with saved Policy 3.2 Protection of Amenity and 3.12 Quality in Design of the Southwark Plan 2007
- 18 Notwithstanding the details hereby approved, prior to the first occupation of the development, the applicant shall have agreed in writing with the the Highways Authority any required highways works surrounding the site (namely footpath works, dropped kerbs and resurfacing works).
- Reason: To ensure the transport and servicing impact of the development are acceptable in accordance with Policies 3.7 and 5.2 of the Southwark Plan (2007) and strategic policy 2 'sustainable transport' in the Core Strategy.
- 19 The finished floor levels for the residential development shall be set no lower than 3.9m AOD as outlined within the approved Flood Risk Assessment (ref: 241677-01).
- Reason: To ensure that development incorporates measures to protect from flooding in accordance with PPS25 and Strategic Policy 13 'High Environmental Standards' in the Core Strategy.
- 20 Before any above grade work hereby authorised begins (excluding demolition), full details of an extract ventilation system for the residential accommodation fronting Grange Road, together with the location of inlets, shall be submitted to the planning authority for written approval. The development shall be completed in accordance with the approved ventilation system unless otherwise approved in writing by the Local Planning Authority.
- Reason
To ensure that the occupiers and users of the development are not exposed to elevated level of Nitrogen Dioxide pollution arising from traffic sources in accordance with saved Policies 3.1 Environmental Effects and 3.2 Protection of Amenity of The Southwark Plan 2007 and PPG 24 Planning and Noise.
- 21 No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with the relevant water or sewerage undertaker. Any piling must be undertaken in accordance with the terms of the approved piling method statement.
- Reason
The proposed works will be in close proximity to underground water and sewerage utility infrastructure. Piling has the potential to impact on local underground water and sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

22 Prior to first occupation of the development, a revised Energy Statement shall be submitted to and approved by the Local Planning Authority demonstrating the 44% improvement in carbon emissions over an above building regulations has been met. If it is not possible to meet this target, full justification should be provided for the authorities consideration. The development shall not be occupied other than in accordance with the approved renewable energy mechanisms which shall be in place and thereafter retained in working order.

Reason:

In order to reduce carbon emissions generated by the development, in accordance with saved policies 3.4 Energy Efficiency of the Southwark Plan 2007 and Core Strategy 13 'high environmental standards' of the Core Strategy 2011.

23 The 2 existing trees on Grange Road adjacent to the site, shall be protected during construction with protective fencing to ensure that no damage occurs to the trees. No trenches, pipe runs or services or foundations shall be dug or excavated within 5.0 metres of the base of any tree on the site or of any tree on land adjoining the site unless otherwise agreed in writing. All works shall adhere to National Joint Utility Group, Guidance 10 - Guidelines For The Planning, Installation And Maintenance Of Utility Apparatus In Proximity To Trees (Issue 2).

Reasons:

To avoid damage to the existing trees which represent an important visual amenity in the area in accordance with saved Policies 3.13 Urban design and 3.28 Biodiversity of the Southwark Plan 2007.

24 The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans:

211011/PA/001, 211011/PA/010, 211011/PA/020, 211011/PA/021, 211011/PA/030, 211011/PA/031, 211011/PA/110, 211011/PA/120, 211011/PA/121, 211011/PA/122, 211011/PA/123, 211011/PA/124, 211011/PA/125, 211011/PA/130, 211011/PA/131, 211011/PA/132, 211011/PA/140, 211011/PA/150, 2277-LP-01 C

Reason:

For the avoidance of doubt and in the interests of proper planning.

Informatics

1 The planning permission granted includes alterations and amendments to areas of the public highway, which will need to be funded by the developer. Although these works are approved in principle by the Highway Authority, no permission is hereby granted to carry out these works until all necessary and appropriate design details have been submitted and agreed. You are advised to contact the Principal Engineer, Infrastructure Group (020 7525 5509), at least 4 months prior to any works commencing on the public highway.

2 There are proposed amendments to the public highway. Drawing number 211011/PA/120 details the intended amendments to the public highway and street furniture. Public Realm should be consulted. Please contact: Jonathan Kirwan, Environment and Housing, Public Realm.
Jonathan.Kirwan@southwark.gov.uk
0207 525 0266

3 Thames Water Informatics:

- With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

- Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing wwwriskmanagement@thameswater.co.uk. Application forms should be completed online via

www.thameswater.co.uk/wastewaterquality. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

- Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

SCHEDULE 2

1. AFFORDABLE HOUSING

- 1.1 The provisions of this clause shall come into effect on the Implementation Date.
- 1.2 The Developer and Owner covenant with the Council:
 - 1.2.1 to construct or procure the construction of the Affordable Housing Units as part of the Development upon the Site at no cost to the Council and in accordance with the Southwark Residential Design Standards Supplementary Planning Document (September 2008) and the Housing Corporation Design and Quality Standards (April 2007)
 - 1.2.2 Unless otherwise agreed in writing by the Council, the proportion of the Affordable Housing Units to be constructed as Wheelchair Accessible Affordable Housing shall be constructed in accordance with the Residential Design Standards Supplementary Planning Document (September 2008) and the South East London Housing Partnership Wheelchair Housing Design Guidelines
 - 1.2.3 that the Affordable Housing Units shall be completed and available for residential Occupation no later than the Remaining Units and handed over to the Registered Provider upon completion to a standard fit for residential Occupation and that no more than 25% of the Remaining Units shall be occupied unless and until:
 - 1.2.3.1 the Affordable Housing Units have been constructed on Site and made ready for Occupation in accordance with paragraph 1.2.1 and 1.2.2 to the reasonable satisfaction of the Director of Regeneration and Neighbourhoods; and
 - 1.2.3.2 handed over to the Registered Provider upon completion; and
 - 1.2.3.3 the Owner or Developer has entered into a binding agreement to grant a long lease or leases for a term of at least one hundred and twenty five years of the Affordable Housing Units to the Registered Provider and evidence of such agreement has been provided to the Council.
 - 1.2.4 The total consideration payable by a Registered Provider for the grant of the lease and for the construction of the Affordable Housing Units in aggregate shall be limited to an amount whereby the Registered Provider need not apply for nor obtain any of the following:
 - 1.2.4.1 Homes & Communities Agency Social Housing Grant pursuant to section 18 of the Housing Act 1996

- 1.2.4.2 A local authority social housing grant pursuant to section 22 of the Housing Act 1996
 - 1.2.4.3 any other grant loan or similar scheme within the meaning Chapter III of Part I of the Housing Act 1996
 - 1.2.4.4 Any amendments re-enactments or successor provisions pertaining to Clauses 1.2.4.1, 1.2.4.2 and 1.2.4.3 above.
- provided that nothing herein prohibits the payment by the Registered Provider to the Developer of any amounts from the Registered Provider's own resources or which it may raise by means of private financing.
- 1.2.5 Within 3 months of the Implementation Date both the Owner and Developer covenant with the Council that either one of them shall submit to the Director of Regeneration and Neighbourhoods the name of the chosen Registered Provider (for his approval only in the case of a Registered Provider not on the Council's approved list such approval not to be unreasonably withheld or delayed).
 - 1.2.6 Subject to the provisions of clause 8 both the Owner and Developer covenant with the Council that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the London Borough of Southwark area.

2. EMPLOYMENT AND TRAINING - Construction Jobs – Workplace Co-ordination

- 2.1 Prior to the Implementation Date, the Developer or Owner will appoint a Construction Workplace Co-ordinator using the Council's established Construction Workplace Co-ordinator methodology who will provide training and support to facilitate access to construction jobs during the development phase of the Development for a minimum [24]-month period.
- 2.2 the Developer and Owner will use reasonable endeavours:
 - 2.2.1 to cooperate with the Construction Workplace Co-ordinator throughout the construction of the Development and assist them to:
 - 2.2.1.1 to identify employment vacancies;
 - 2.2.1.2 to encourage applications from suitable candidates resident in the Borough by liaising with the local Jobcentre Plus, employment service providers, voluntary and community sector, training providers and careers service providers, including Southwark Works and the Southwark Education Business Alliance;

- 2.2.1.3 to commission customised training (that is not currently delivered through mainstream courses) and to identify other revenue funds to deliver appropriate construction training;
 - 2.2.1.4 to provide basic skills and site safety training to suitable candidates;
 - 2.2.1.5 to work with new employees and their employers including those recruited as part of the Building London Creating Futures programme with the objective of ensuring effective transition into work;
- 2.2.2 to use reasonable endeavours to:
- (a) place a minimum of 12 workless Borough residents per annum into sustainable construction jobs of a minimum duration of 26 weeks;
 - (b) train a minimum of 5 workless Borough residents per annum using short courses; and
 - (c) to provide a minimum of 15 Construction Skills Certification Skills training opportunities per annum;
 - (d) to provide training to achieve 4 trainees per annum to achieve NVQ-level Qualifications, the details of which to be agreed with the Council's Economic Development Team.
- 2.2.4 Place the Construction Workplace Co-ordinator[s] with the contractor team during the building programme to work on the Site.
- 2.2.5 produce written reports to the Council regarding the delivery and outcomes of the project on a quarterly basis the first report being sent no later than three months from Implementation.
- 2.3 In the event that the Developer or Owner fails to appoint the Construction Workplace Co-ordinator[s], the Developer and Owner shall be required to pay the Construction Workplace Co-ordinator[s] Contribution within 28 days of receiving a written notice from the Council requesting payment PROVIDED THAT the Construction Workplace Co-ordinator[s] Contribution shall not fall due if the Developer or Owner subsequently appoints a Construction Workplace Co-ordinator[s] within 28 days following service of the Council's written notice.

- 2.4 In the event of Significant Under-Performance the Council reserves the right to request the Construction Workplace Co-ordinator[s] Payment. The Owner or Developer will have a period of not less than 28 days to address any Significant Under-Performance from the date of written notice by the Council prior to making the said payment and within that 28 days delivery rises to 50 per cent or more of the total outputs specified in the paragraph 2.2.2 the Workplace Co-ordinator[s] Payment will not be payable by the Owner or Developer and the request for payment will be withdrawn by the Council

3. CONSTRUCTION APPRENTICESHIPS

- 3.1 The Owner or Developer shall prior to the Implementation Date submit to the Council for its approval details of the minimum number of new apprenticeship posts to be provided in construction trades on Site over the period of construction of the Development and shall unless otherwise agreed in writing by the Council, provide such apprenticeship posts. The Council shall provide a list of approved Local Employment and Skills Agencies which shall be maintained by the Construction Workplace Co-ordinator[s].
- 3.2 The Owner or Developer, their contractors and sub-contractors shall use reasonable endeavours to work with the Construction Workplace Co-ordinator[s] and the Local Employment and Skills Agencies to recruit apprentices to the posts and provide the Council with a written report on a quarterly basis until the Completion Date providing details of the numbers of personnel recruited to the new apprenticeship posts.

4. LOCAL PROCUREMENT

- 4.1 The Owner or Developer will work with the Council's Economic Development Team or a nominee of the Council in the Borough to achieve the procurement of construction contracts and goods and services from SME companies and organisations based in the Borough.
- 4.2 The Owner and Developer will each ensure that the total value of contracts procured from SME companies and organisations based in the Borough shall be no less than 10% of the total value of the construction contract or the number of contracts procured in relation to this Site from SME companies and organisations based in the Borough shall be no less than 10% of the total.
- 4.3 The Owner and Developer shall each use reasonable endeavours to :-
- 4.3.1 ensure that the Owner or Developer and their contractors consider the applications to tender received from SMEs based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and shall co-operate with the Council to increase opportunities for these local firms and people;

- 4.3.2 include a written statement in their contracts with sub-contractors encouraging them to liaise with the Economic Development Team to discuss, agree and implement the arrangements as set out in this paragraph 7 and also in the Southwark Enterprise Strategy;
- 4.3.3 brief sub-contractors on the requirements of this paragraph 7 and ensure co-operation is agreed as a pre-requisite to accepting sub-contract tenders;
- 4.3.4 first advertise and offer sub-contracting and tendering opportunities to SMEs (whose primary address is in the Borough) through local business networks/associations, business lists provided by the Council or a nominee of the Council (including list of Pre-qualified Firms by the Council's Procurement Team) and the local press;
- 4.3.5 with its sub-contractors, resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work; and
- 4.3.6 ensure sub-contractors where possible to divide contracts into more manageable sizes for SMEs based in the Borough.

5. CAR CLUB

- 5.1 Prior to the Occupation Date, the Owner or Developer shall submit to the Council for its approval details of the Car Club Scheme as part of the Travel Plan.
- 5.2 Neither the Owner or Developer shall permit Occupation until the details of the Car Club Scheme have been approved.
- 5.3 Prior to Occupation, the Owner or Developer will deliver the Car Club Scheme or enter into an agreement with a Car Club Operator to deliver the Car Club Scheme.
- 5.4 On Occupation of a Dwelling by a new occupier, the Owner or Developer will promote or procure that the Car Club Operator promotes the Car Club Scheme to each new occupier by providing them with written details of the Car Club Scheme including membership details.

6. TRAVEL PLAN

- 6.1 Prior to the Occupation of the Development the Owner or Developer shall provide a full travel plan compliant with Transport for London's 'Travel planning for new development in London' guidance, for approval by London Borough of Southwark;.

- 6.2 The Owner and Developer covenant to implement, monitor and review the Travel Plan including undertaking the following:
- 6.2.1 within 28 days of their Occupation to provide written details of the Travel Plan to new occupiers of the Development;
 - 6.2.2 use reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
 - 6.2.3 undertake iTTrace compliant user surveys at 75% occupation and at 3 and 5 years from occupation, update the travel plan document following each of these surveys; and undertake an annual review of the Travel Plan and provide a written report of this review to the Council. The Developer will have regard to any reasonable recommendations made by the Council upon operation of the Travel Plan following each annual review and discussion of the Travel Plan with the Council.

6.4 The Owner and Developer shall implement and observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed by the Developer and Council from time to time) for either the duration of the Travel Plan or the period of 5 years from the date of the Travel Plan whichever is the later.

7 HIGHWAY WORKS AND HIGHWAY AGREEMENTS

- 7.1 Prior to Implementation the Owner and Developer shall submit to the Council for its approval in writing the Section 278 Highway Works Specification(s) including details of the estimated costs of the Section 278 Highway Works.
- 7.2 Prior to commencement of the Highway Works the Owner and Developer shall enter into the Section 278 Highways Agreement with the Council (and the Council hereby covenants to also enter into the Section 278 Highways Agreement(s) with the Developer) for the purpose of authorising the Section 278 Highway Works.
- 7.3 Prior to Completion of the Development, the Owner or Developer shall have completed the Section 278 Highway Works as approved by the Council pursuant to paragraph 7.1 of this Schedule and in accordance with the Section 278 Highways Agreement to Certificate of Completion stage to the reasonable satisfaction of the Council.

SCHEDULE 3

1. FINANCIAL CONTRIBUTIONS

- 1.1 Prior to the Implementation Date the Owner shall pay:**
 - 1.1.1 the Community Facilities Contribution;**
 - 1.1.2 the Construction Workplace Co-ordinator Management Contribution;**
 - 1.1.3 the Public Open Space, Children's Play Equipment and Sport's Development;**
 - 1.1.4 the Public Realm Contribution**
 - 1.1.5 the Site Specific Transport Contribution;**
 - 1.1.6 the Strategic Transport Contribution;**
 - 1.1.7 Traffic Management Order Contribution;**
 - 1.1.8 Tree Planting Contribution**
- 1.2 Prior to the Occupation Date the Owner shall pay:**
 - 1.2.1 the Education Contribution;**
 - 1.2.2 the Health Contribution;**
- 1.3 The Owner shall pay the Construction Workplace Co-ordinator and Employment Contribution in accordance with paragraph 2 of schedule 2 of this Agreement**
- 1.4 The Owner shall not permit the Development to be occupied until the Council has received the contributions referred to in paragraph 1.1 and 1.2 above in full.**

SCHEDULE 5**APPROVED AFFORDABLE HOUSING MIX**

Tenure	Private	Private Habitable rooms	Intermediate	Intermediate Habitable rooms	Rented	Rented Habitable rooms	Total (by unit)
Studio	2	2	0	0	0	0	2 (5%)
1 Bed	5	10	2	4	4	8	11 (29%)
2 Bed	12	36	2	6	3	9	17 (45%)
3 Bed	6	24	0	0	2 (Wheelchair Accessible Affordable Housing)	8	8 (21%)
TOTAL	25	72	4	10	9	25	38 (107 hab rooms)

SCHEDULE 6

London Borough of Southwark

On - Site Section 106 Affordable Housing Developments

Approved List of RSL/ Registered Providers

Wandle

London & Quadrant Housing Trust

Hexagon

Hyde

Family/Mosaic

Metropolitan Housing Trust

Southern Housing Group

Guinness

Affinity Sutton

Génesis

ASRA

Notting Hill Housing Trust

Peabody

Viridian.

All the RSLs have an established relationship with the council in terms of nomination arrangements and a local management presence.

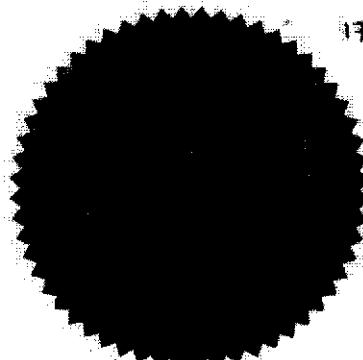
SCHEDULE 8

The RSL Mortgagee's Duty

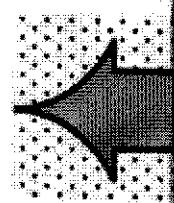
- 1.1 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the RSL Mortgagee shall give not less than six months prior notice to the Council of its intention to dispose of the Affordable Housing Units; and
- 1.2 If the Council, the RSL Mortgagee or any other person cannot within six months of the date of service of the RSL Mortgagee's notice arrange or secure a transfer of the Affordable Units to a Registered Social Landlord, or other provider of Affordable Housing approved by the Director of Regeneration & Neighbourhoods then provided that the RSL Mortgagee shall have fully complied with its obligations above, the RSL Mortgagee shall be entitled to dispose free of the restrictions set out in paragraph 1 of Schedule 2 (Affordable Housing).
- 1.3 PROVIDED THAT the rights and obligations in this Schedule shall not require the RSL Mortgagee to act contrary to its legal duties under the charge or mortgage.

IN WITNESS WHEREOF the parties hereto have executed this deed the day and year first before written

The Common Seal of THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF SOUTHWARK was hereto affixed in the
presence of:



17307



Authorised Signatory

CBS

Signed as a Deed by DYLAN MAY as attorney
for LINDEN LIMITED
in the presence of:

Witness Name

MR. P. BROOKES

Witness Signature

Witness Address

*31 SEND CLOSE
SEND WOKING.
GU23 7EL.*

Signed as a Deed by COLIN ROGERS as
attorney for LINDEN LIMITED
in the presence of:

Witness Name

EMMA STONE

Witness Signature

Witness Address

*LINDEN HOUSE
GUARDS AVENUE
CATHERHAM
CR3 5XL.*

Executed as a Deed by JOHN EBSWORTH
DUNLEY in the presence of:

Witness Name JOHN PHELPS

Witness Signature J C. Phelps

Witness Address 100 Fetter Lane
London
EC4A 1BN

Executed as a Deed by RICHARD DUNLEY in
the presence of:

Witness Name JOHN PHELPS

Witness Signature J C. Phelps

Witness Address 100 Fetter Lane
London
EC4A 1BN

Executed as a Deed by CAPITA ATL
PENSION TRUSTEES LIMITED acting by:

Director

Director / Secretary

Authorised Signatory

Executed as a Deed by C. HOARE & CO
acting by:

Director

Director / Secretary

Authorised Signatory -

Paul Vosse - Senior Relationship Manager

NICHOLAS BURGES