

THIS DEED OF AGREEMENT is made the 14th day of July two thousand and ten BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham Middlesex, TW1 3BZ ("the Council")
- (2) GREENE KING PLC (company registration No 00024511) whose registered office is situate Westgate Brewery, Bury St Edmunds, Suffolk, IP33 1QT ("the Owner")

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"the 1990 Act"	the Town & Country Planning Act 1990
"Accredited Car Club Provider"	an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefor
"Car Club"	a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking
"Car Plus"	the national charity (No. 1093980) promoting responsible car use and which operates an accreditation scheme for Car Clubs
"the DCM"	the Council's Development Control Manager for the time being or such other person as may be appointed from time to time to carry out that function
"the Development"	the development described in the Planning Application
"the Education Contribution"	the combined sum of the Primary and Secondary Education Contributions being £2441.00

"Indexed"

increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of this Deed and A represents the value of the same index as at the date of payment of the relevant contribution to the Council

"Material Start"

the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works

"Monitoring Fee"

the sum of one hundred and twenty two pounds and five pence (£122.05) being 5% of the Education Contribution

"the Planning Application"

a planning application submitted to the Council on 5 January 2010 bearing reference number 10/0013/FUL for the conversion of the former public house to 4 no. dwellings and the demolition of an existing two-storey outbuilding

"the Planning Permission"

the planning permission to be granted pursuant to the Planning Application

"the Primary Education Contribution"

the sum of one thousand three hundred and forty six pounds (£1,346) Indexed

"the Property"

land known as land and property at the Railway Inn, 127 Station Road, Hampton, TW12 2AL shown hatched black on the plan attached hereto

"the Secondary Education Contribution"

the sum of one thousand and ninety five pounds (£1,095) Indexed

"UDP"

the saved policies of the Richmond upon Thames Unitary Development Plan: First Review 2005 and the Local Development Framework Core Strategy adopted April 2009

"Units"

all those self contained residential units forming part of the Development

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL48113 as the proprietor of the freehold interest in the Property
- (3) At its meeting on 29 April 2010 the Council's Planning Committee resolved to grant planning permission for the Development subject to the completion of an agreement under Section 106 of the 1990 Act to secure financial contributions towards education facilities and subject to a condition to secure lifetime car club membership for all the Units to be constructed at the Property
- (4) Policies TRN 2 and TRN 4 of the UDP provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road and where demand for on street residents parking within a particular zone is considered by the Council to be close to saturation then the owners or occupiers of the Property would need to enter into a Section 106 Agreement with the Council for the purpose of restricting the provision of on street parking permits
- (5) In December 2006 the Council adopted as Supplementary Planning Guidance a Car Club Strategy which provides inter alia that the Council will encourage new car club provision in the locality of a development through the Council's preferred Accredited Car Club Provider or where capacity exists, affiliation to the preferred Accredited Car Club Providers Car Club
- (6) The Council's Planning Obligations Strategy adopted as Supplementary Planning Guidance in June 2005 outlines and clarifies the Council's current approach, policies and procedures in respect of planning obligations

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and receipt of a

copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council

2. THE Owner hereby covenants with the Council as set out in Schedule 1

3. THE Council covenants with the Owner as set out in Schedule 2

4. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

(a) Nothing contained in this Deed constitutes planning permission

(b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

(c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible

(d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa

(e) A reference to a clause is a reference to a clause contained in this Deed

(f) The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees

Local land charge provisions

(g) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

(h) The Council will, upon written request by the Owner effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

(i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

(j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

(k) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of

the First Planning Application and the Second Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

- (l) The construction validity and performance of this Deed shall be governed by English law

Effect of revocation of planning permission

- (m) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

Waivers not to be of a continuing nature

- (n) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Liability of subsequent Owner and release of former Owner

- (o) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

Contracts (Rights of Third Parties) Act 1999

- (p) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Owner

Release

- (q) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner if a Material Start has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

VAT clauses

- (r) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

- (s) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

Interest on late payment

- (t) if any of the contributions is not paid to the Council within one year from a Material Start, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

SCHEDULE 1

COVENANTS BY THE OWNER

Part I - Contribution

- 1.1 To pay to the Council the Education Contribution and the Monitoring Fee within one (1) year of a Material Start
- 1.2 To give notice in writing to the DCM of its intention to commence the Development at least seven (7) days before making a Material Start

Part II- Car Club

- 2.1 Prior to the making of a Material Start in relation to the Development to submit to the DCM details of the name of and correspondence with Accredited Car Club Providers indicating the intention of the Owner to establish that the residential units to be constructed as part of the Development have membership of a Car Club at the Property including a proposed establishment date for his approval and not to make a Material Start in relation to the Development unless and until the Accredited Car Club Provider for the Development has been approved by the DCM
- 2.2 Not to occupy or permit or allow the occupation of any part of the Development for residential purposes until :-
- 2.2.1 it has procured at its own expense that each residential unit forming part of the Development has membership of the approved Car Club (one per household) for the lifetime of the Development and has provided a copy of the final signed and dated contract with the Accredited Car Club Provider to the DCM
- 2.2.2 it has promoted and advertised to each potential occupier of the Development the value and benefits of membership of a Car Club

2.2.3 it has included a provision in any lease, licence or tenancy agreement affecting the whole or part of the Property that each residential unit shall be entitled to belong to the Car Club at the Property

2.3 In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Owner shall notify the DCM in writing and shall then use all reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

Part III- Costs

3. On the date hereof to pay to the Council the Council's reasonable and proper legal costs incurred in the preparation and completion of this Deed in the sum of five hundred pounds (£500) together with the Monitoring Fee

SCHEDULE 2

COVENANTS BY THE COUNCIL

Part I -Contributions

- 1.1 To accept the Owner's covenants contained in Schedule 1 hereof
- 1.2 To use the Education Contribution paid to it pursuant to Clause 1.1 of Schedule 1 of this Deed for the provision of and improvements to educational facilities within its administrative area

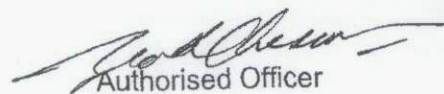
Part II- Car Club

2.1 That this Deed is to the Council's approval for the purposes of Condition U31423 of the Planning Permission

Part III- Repayment Provision

3.1 If any part of the Education Contribution remains unspent as at a date 10 years from the date of receipt of the payment, then such sum shall be returned to the Owner together with any interest earned thereon

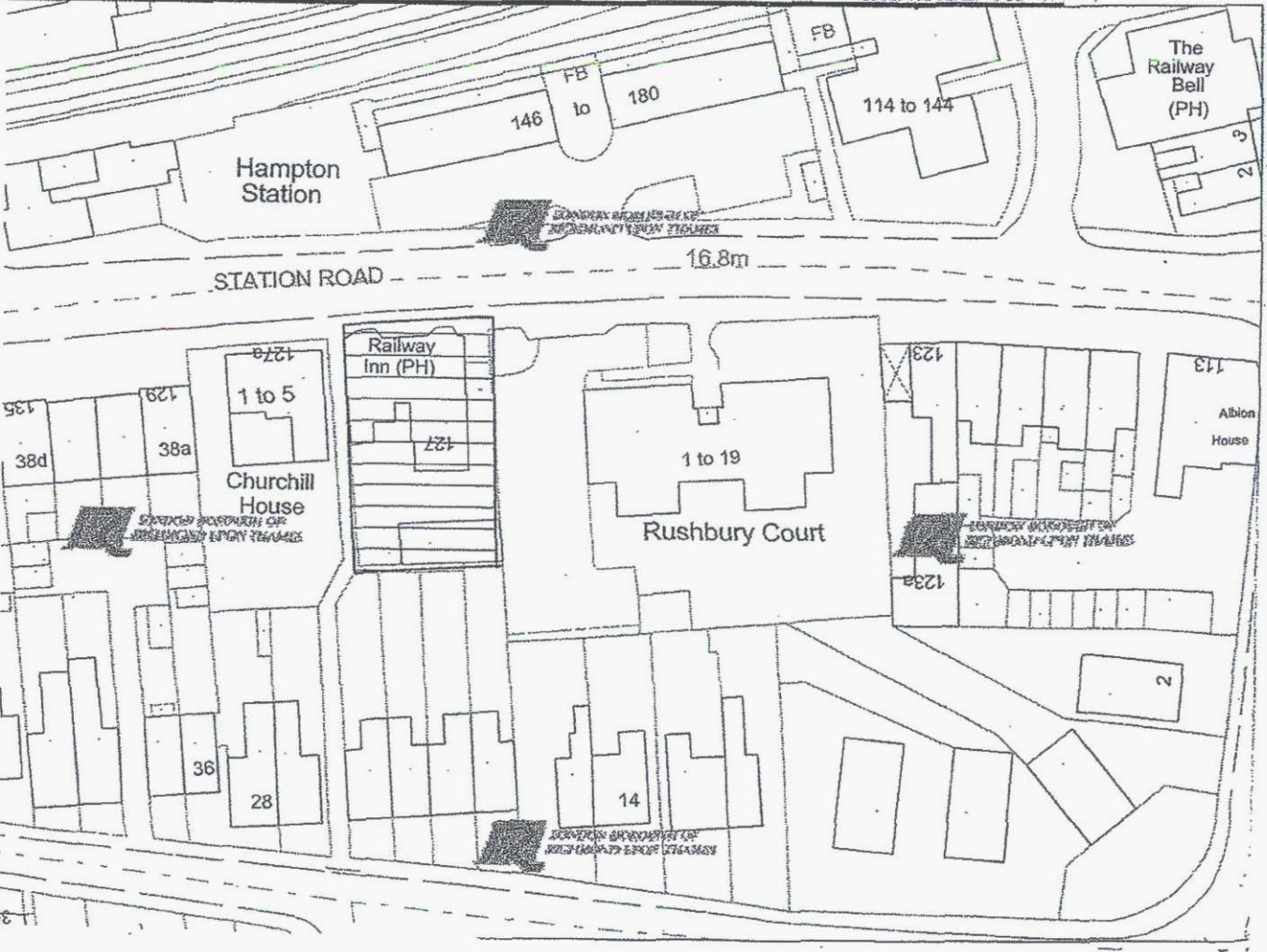
THE COMMON SEAL of the MAYOR
AND BURGESSES
OF THE LONDON BOROUGH OF
RICHMOND UPON THAMES was
hereunto affixed in the presence of:-


Authorised Officer

Seal Reg. No. 1508/03



HAMPTON



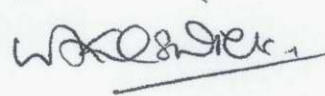
Handwritten signature

EXECUTED AS A DEED BY
THE COMMON SEAL GREENE KING PLC)
LIMITED was hereunto affixed)
in the presence of: acting by)

Director



Secretary



DATED 14th July

2010

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH
OF RICHMOND UPON THAMES

-and-

GREENE KING PLC

DEED OF AGREEMENT
made under Section 106 of the
Town & Country Planning Act 1990
relating to the Railway Inn,
127 Station Road, Hampton,
TW12 2AL

R J M Mellor
Head of Legal & Electoral Services
London Borough of Richmond upon Thames
Civic Centre
44 York Street
Twickenham
TW1 3BZ

Ref. L /HB/9893