

Schedule 11

CONSTRUCTION

The Owner covenants with the Council as follows:

Considerate Constructors Scheme

1. The Owner shall not Commence Development unless and until it has registered the Development with the Considerate Constructors Scheme and provided evidence of the same to the Council.
2. The Owner shall construct the Development in accordance with the Code of Considerate Practice.

Community Liaison Plan

3. The Owner shall not Commence Development unless and until a Community Liaison Plan has been submitted to the Council for approval.
4. The Owner shall not Commence Development until the Community Liaison Plan has been agreed in writing by the Council.
5. The Community Liaison Plan shall be implemented for the duration of the demolition and construction phase of the development.

Community Liaison Officer

6. The Owner shall not Commence Development until the role, responsibilities and contact details of the Community Liaison Officer have been agreed in writing by the Council.
7. The Owner shall not Commence Development until a Community Liaison Officer has been appointed.
8. The Community Liaison role shall be funded by the Owner and the appointment maintained until practical completion of the Development.

SCHEDULE 12

THE COUNCIL'S COVENANTS

The Council covenants with the Owner: -

- 1 to issue separate receipts on request for any sum paid to the Council under this Agreement;
- 2 not to apply any contributions for any purpose other than for the purposes set out in this Agreement within the Council's area; and
- 3 that in the event any contributions or any part or parts thereof are not expended within ten (10) years of the date of payment then the sum or sums not expended plus interest accrued will be repaid to the paying party or its nominees.

EXECUTED as a Deed (but not)
delivered until dated) by affixing)
the Common Seal of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF RICHMOND UPON)
THAMES)



in the presence of:-

Name *Sande Wilson*

Signature [Redacted]

Job Title *Asst Head of Law*

EXECUTED as a Deed)
by affixing the Common Seal of)
RICHMOND HOUSING PARTNERSHIP LIMITED)

in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

EXECUTED as a Deed (but not)
delivered until dated) by affixing)
the Common Seal of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF RICHMOND UPON)
THAMES)

in the presence of:-

Name

Signature

Job Title

EXECUTED as a Deed)
by affixing the Common Seal of)
RICHMOND HOUSING PARTNERSHIP LIMITED)

in the presence of:)

.....
[Redacted Signature]
Authorised Signatory

.....
[Redacted Signature]
Authorised Signatory



2251-1

APPENDIX 1

Plans



Notes:
 Do not scale. All dimensions are in millimetres unless otherwise stated.
 This drawing should be read in conjunction with all relevant project information and contract documentation. All dimensions to be checked prior to fabrication and/or commencement of works. All works to comply with all relevant legal standards, building regulations and warranty provider requirements. Report any discrepancies, if in doubt ask.

Rev	Status	Date	Description	Drn	Chkd
001	A3	26.04.22	Planning Issue	JB	CD

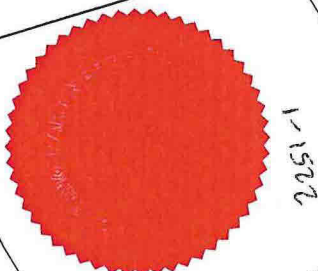
Client Name:		Hill Residential	
Project Name:		Ham Close Regeneration	
Drawing Name:		Site Location Plan	
Drawing Number:	HCR-BPTW-501-ZZ-DR-A-0100	Rev:	001
Project No:	21-090	Drawn By:	JB
RIBA Stage:	03	Scale:	1:1250 @ A3
Status:	A3		

PLANNING ISSUE

40 Norman Road,
 Greenwich, London
 SE10 9GX
 t. 020 8293 5175
 bptw.co.uk

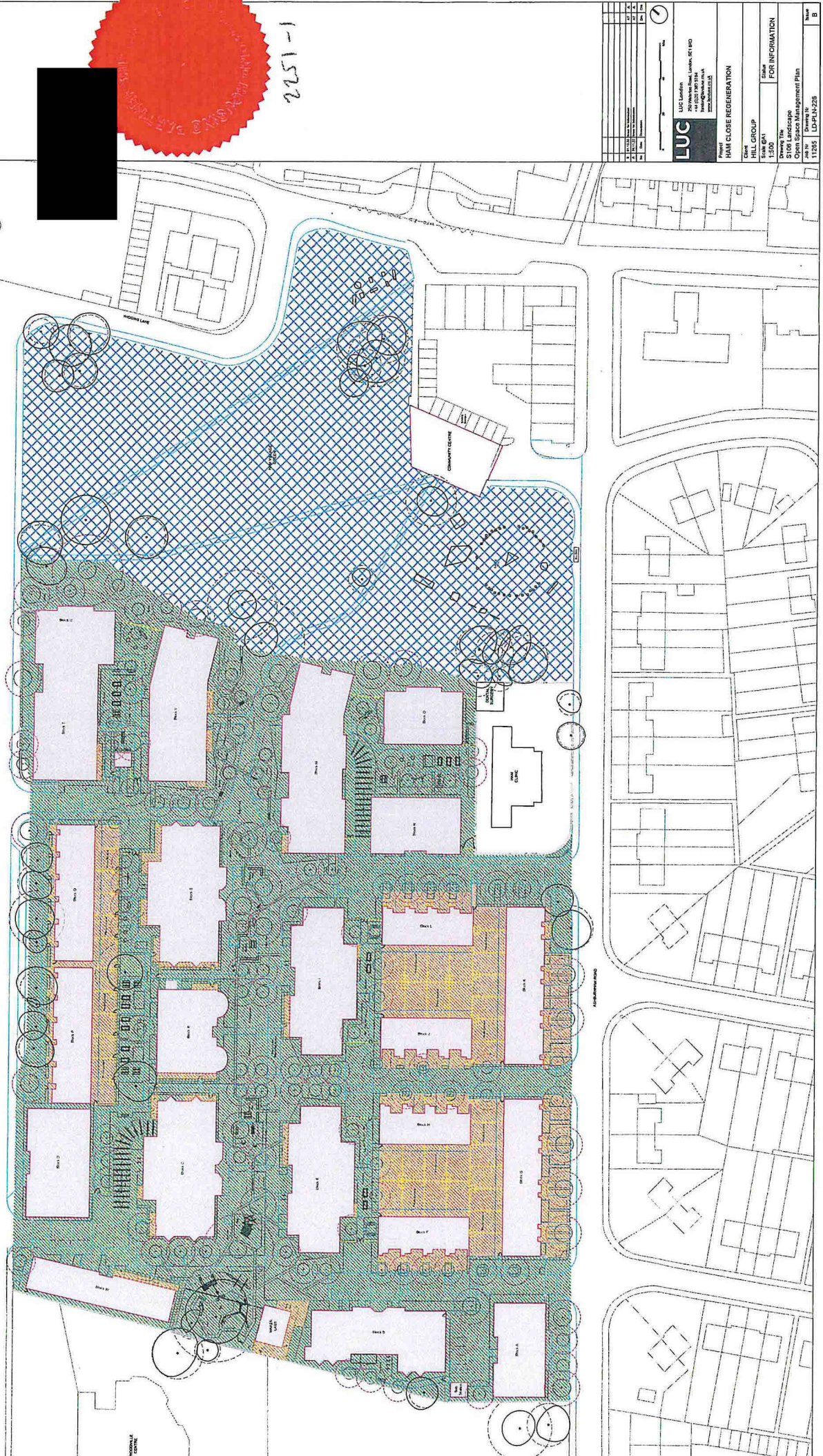


St Richard's with St Andrew's
 CE Primary School



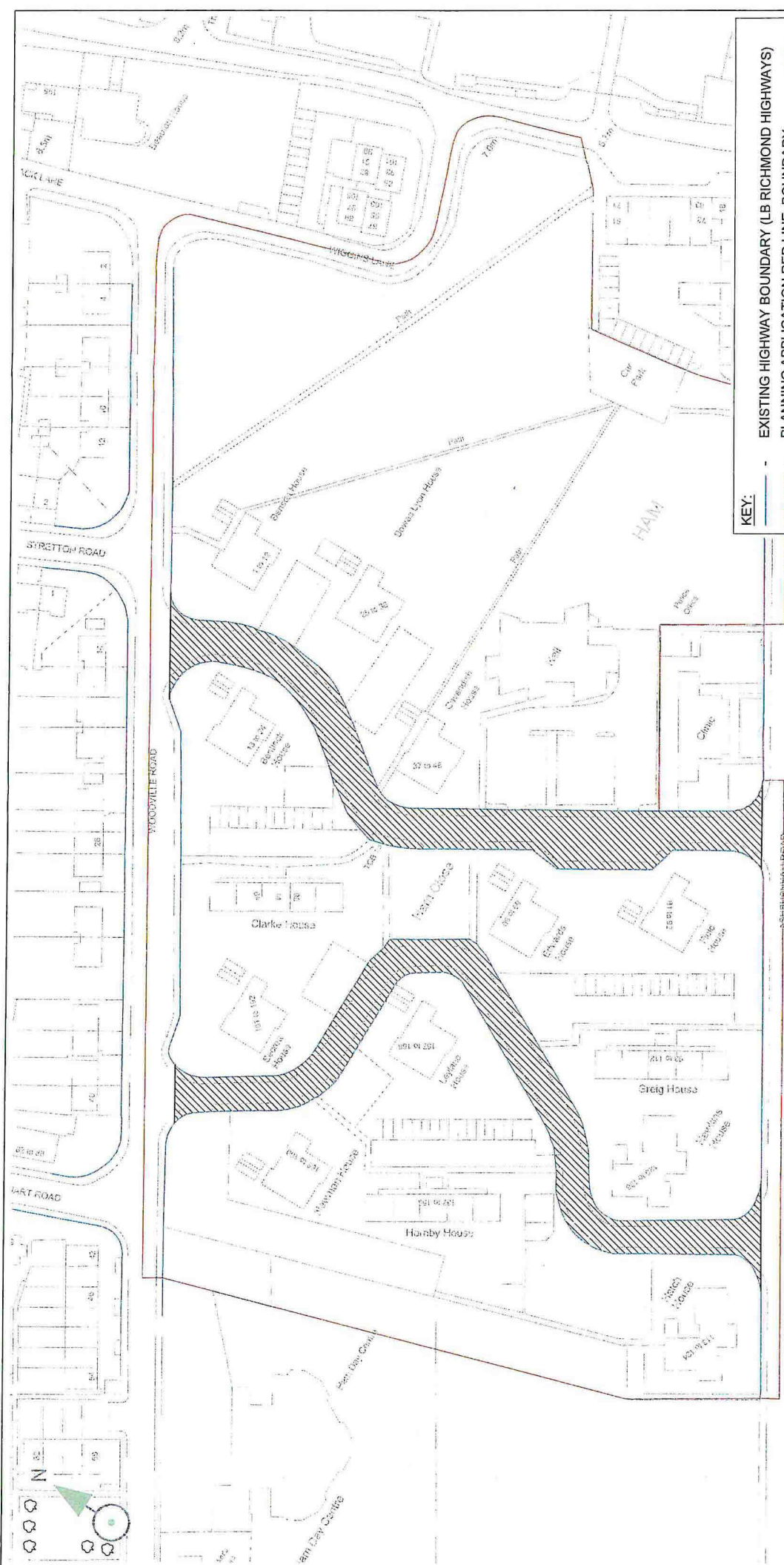
Notes:
 1. Do not scale from this drawing.
 2. All dimensions are given in millimeters.
 3. Reproduction of this drawing in whole or in part is prohibited without
 prior permission.

- KEY
-  Green Cross-hatch pattern: Green Cross Managed by RHP
 -  Blue cross-hatch pattern: Green Cross Managed by RHP
 -  Blue diagonal lines: Green Cross Managed by RHP
 -  Orange diagonal lines: Green Cross Managed by RHP

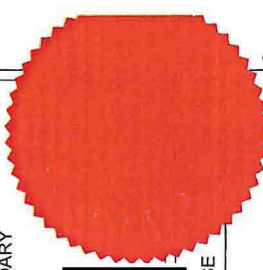


2251-1

LUC		LUC Architects 100 Abchurch Lane, London, EC4N 3DF	
Project: HAM CLOSE REGENERATION		Scale: 1:500	
Client: HILL GROUP		Date: FOR INFORMATION	
Drawing Title: Open Space Management Plan		Drawing No: LD-PI-14-258	
Revision: B		Date: 11/2014	



KEY:
 - - - EXISTING HIGHWAY BOUNDARY (LB RICHMOND HIGHWAYS)
 - - - PLANNING APPLICATION RED LINE BOUNDARY
 - - - STOPPING UP AREA



Drawing Status		S2 - FOR INFORMATION		Project Title	
Client		HILL RESIDENTIAL		HAM CLOSE	
Scale @ A3	Date	Designed/Drawn	Checked	Approved	Rev
1:250	26.10.22	DM	DM	DM	E
Project Ref	Drawing Number				
21-102	21-102-T-025				

Architect	BPTW
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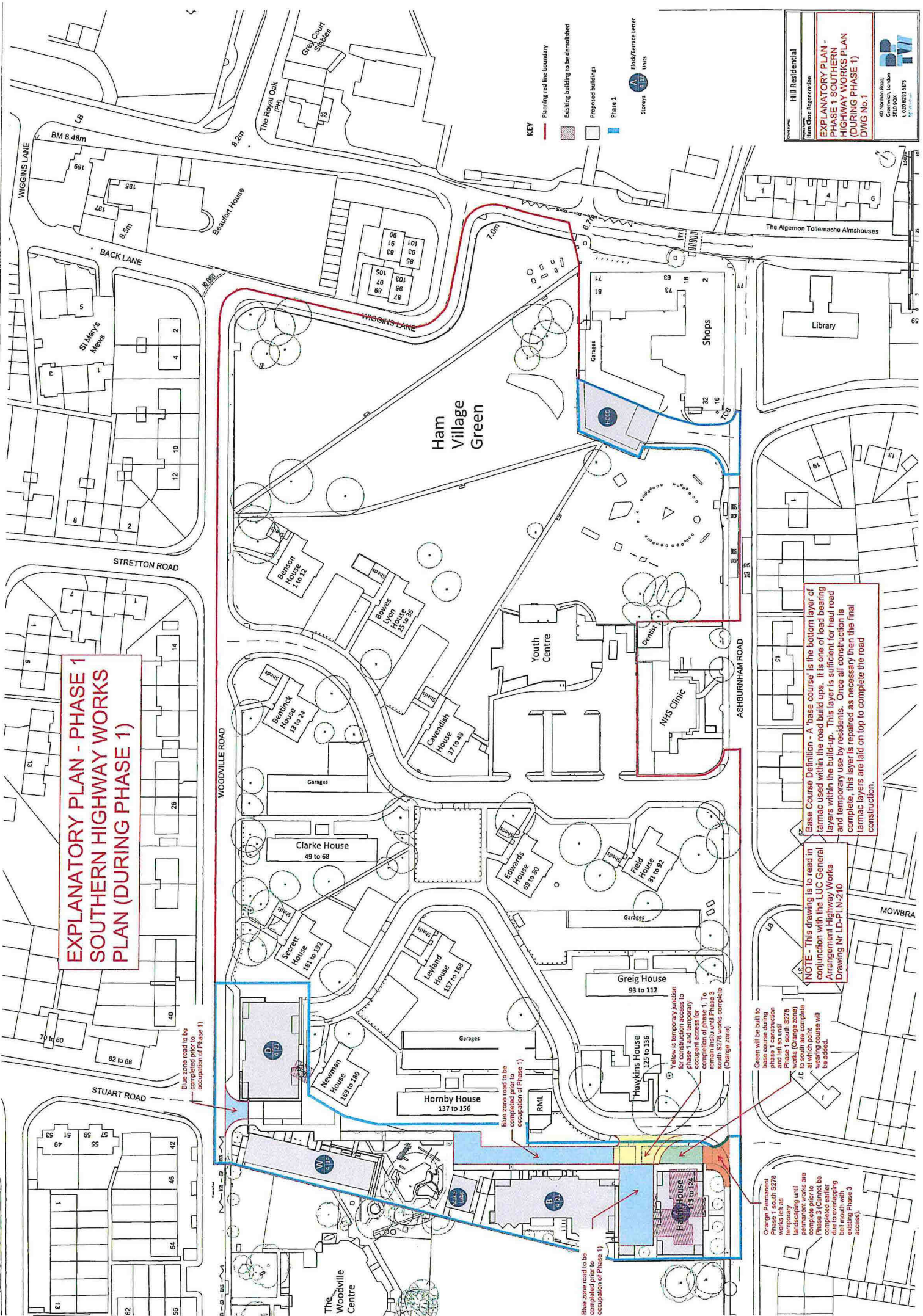
VELOCITY
 Transport Planning
 © VELOCITY TRANSPORT PLANNING LTD

- Notes:**
- DO NOT SCALE FROM THIS DRAWING
 - ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 - THIS DRAWING IS TO BE PRINTED IN COLOUR.
 - THE SURVEY INFORMATION IS BASED ON OS DATA AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 - THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.

Rev	Date	Description	Chk	App
E	04/11/22	MINOR AMENDMENTS	DM	DM
D	01/11/22	MINOR AMENDMENTS	DM	DM
C	01/11/22	MINOR AMENDMENTS	DM	DM
B	31/10/22	MINOR AMENDMENTS	DM	DM
A	26/10/22	FIRST ISSUE	DM	DM

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EXPLANATORY PLAN - PHASE 1 SOUTHERN HIGHWAY WORKS PLAN (DURING PHASE 1)



KEY

- Planning red line boundary
- Existing building to be demolished
- Proposed buildings
- Phase 1
- Block/Terrace Letter
- Streets
- Units

Hill Residential
Ham Case Regeneration

EXPLANATORY PLAN - PHASE 1 SOUTHERN HIGHWAY WORKS PLAN (DURING PHASE 1)
DWG No. 1

40 Norman Road, London
S11 9JX
t. 020 8933 8375
www.hillresidential.com

Blue zone road to be completed prior to occupation of Phase 1

Blue zone road to be completed prior to occupation of Phase 1

Blue zone road to be completed prior to occupation of Phase 1

Yellow is temporary junction for construction access to phase 1 and temporary occupant access for remain in situ until Phase 3 south S278 works complete (Orange zone)

Green will be built to base course during temporary construction and left so until Phase 1 south S278 works (Orange zone) are completed at which point paving course will be added.

Orange Permanent landscaping works left so temporary permanent works are completed earlier due to overlapping with Phase 3 access.

NOTE - This drawing is to read in conjunction with the LUC General Arrangement Highway Works Drawing Nr LD-PLN-210

Base Course Definition - A 'base course' is the bottom layer of tarmac used within the road build ups. It is one of load bearing layers within the build-up. This layer is sufficient for haul road and temporary use by residents. Once all construction is complete, this layer is repaired as necessary then the final tarmac layers are laid on top to complete the road construction.

Stuart Road

Woodville Road

Hornby House 137 to 156

Hawkins House 122 to 136

Ashburnham Road

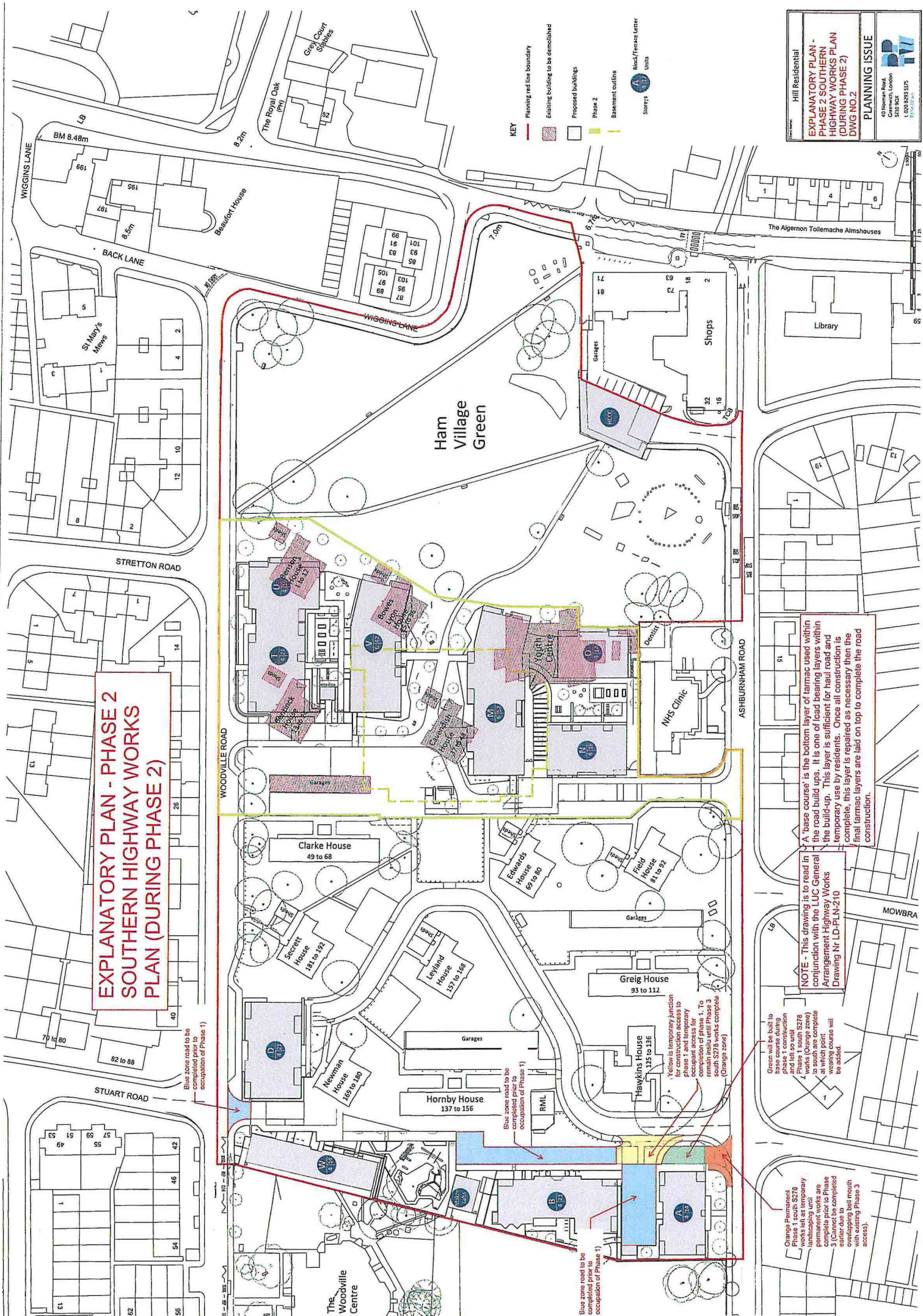
Mowbra

EXPLANATORY PLAN - PHASE 2 SOUTHERN HIGHWAY WORKS PLAN (DURING PHASE 2)

KEY

- Planning red line boundary
- Existing building to be demolished
- Proposed buildings
- Phase 2
- Basement outline
- Secrets
- Back/Terrace letter
- Units

Hill Residential
EXPLANATORY PLAN - PHASE 2 SOUTHERN HIGHWAY WORKS PLAN (DURING PHASE 2) DWG NO.2
 40 Hornem Road, London SE16 5DC
 T. 020 893 5375
PLANNING ISSUE



Blue zone road to be completed prior to occupation of Phase 1

Blue zone road to be completed prior to occupation of Phase 1

Blue zone road to be completed prior to occupation of Phase 1

Yellow is temporary junction for construction access to the site. Temporary access will remain in situ until Phase 3 south S278 works complete (Orange zone)

Green will be built to base course during Phase 1 construction. Phase 1 south S278 works (Orange zone) to south are complete at which point Orange zone will be added.

Orange Permanent Phase 1 south S278 works set as temporary permanent works are complete prior to Phase 3 (cannot be completed earlier due to all road with existing Phase 3 access).

NOTE - This drawing is to read in conjunction with the LUC General Arrangement Highway Works Drawing Nr LD-PLN-2-10

A base course is the bottom layer of tarmac used within the road build ups. It is one of load bearing layers within the build-up. This layer is sufficient for haul road and temporary use by residents. Once all construction is complete, this layer is repaired as necessary then the final tarmac layers are laid on top to complete the road construction.

MOWBRA

**EXPLANATORY PLAN - PHASE 3
SOUTHERN HIGHWAY WORKS
PLAN (DURING PHASE 3)**

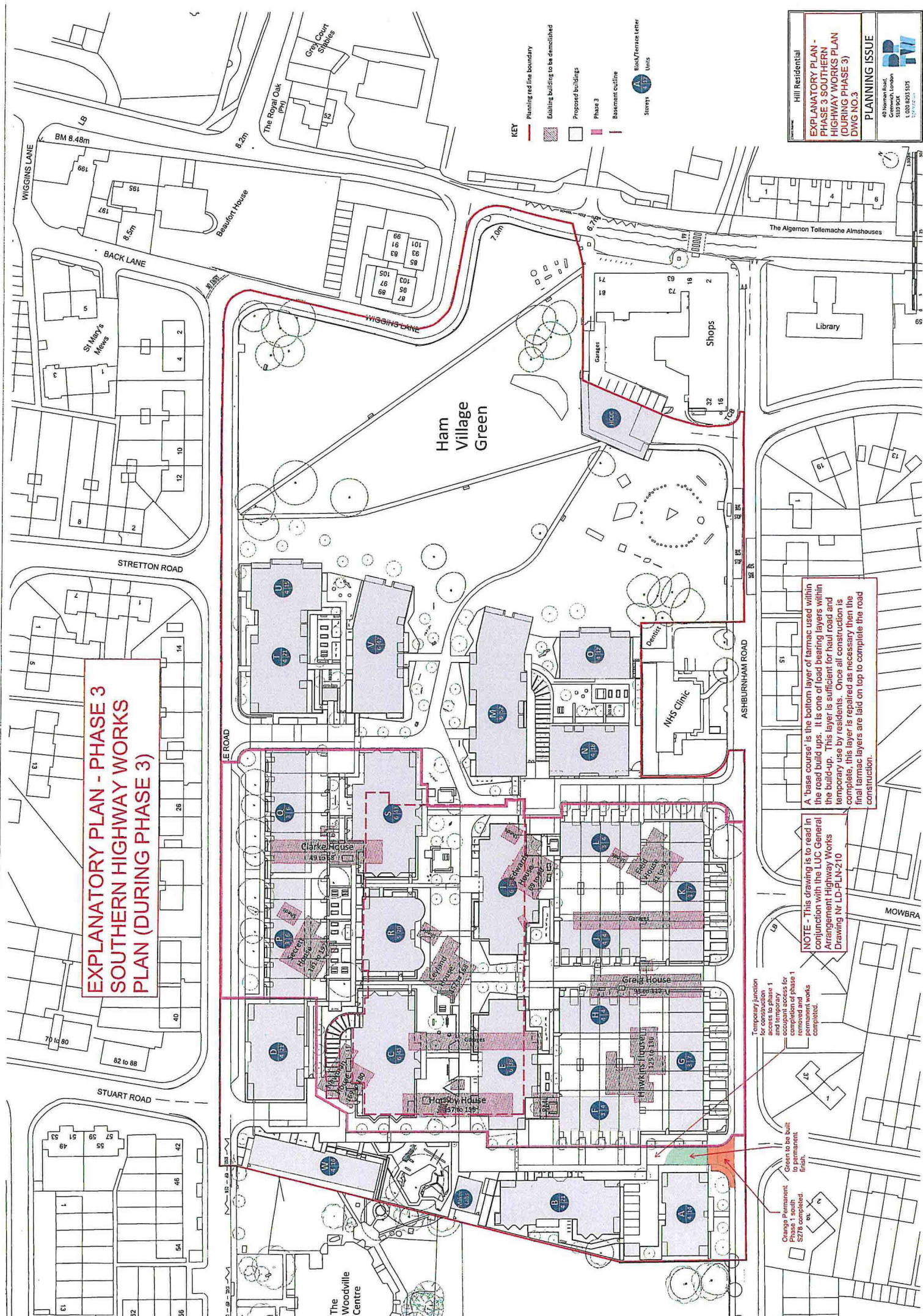
- KEY**
- Planning red line boundary
 - Building to be demolished
 - Proposed buildings
 - Phase 3
 - Basement outline
 - Stores
 - Back/Terrace letter Units

Hill Residential

EXPLANATORY PLAN - PHASE 3 SOUTHERN HIGHWAY WORKS PLAN (DURING PHASE 3) DWG NO.3

PLANNING ISSUE

40 Norman Road, Greenwich, London
L30E 8JH 01575



A base course is the bottom layer of tarmac used within the road build ups. It is one of load bearing layers within the build-up. This layer is sufficient for haul road and temporary use by residents. Once all construction is complete, this layer is repaved as necessary when the final tarmac layers are laid on top to complete the road construction.

NOTE - This drawing is to read in conjunction with the LUC General Arrangement Highway Works Drawing Nr LD-PLN-210

Temporary junction access to phase 1 and temporary access for occupant access for phase 1 permanent works completed.

Change Permanent S278 completed

MOWBRA

DATED:

20[]

(1) THE MAYOR AND BURGESSES OF
LONDON BOROUGH OF RICHMOND UPON THAMES

-and-

(2) []

S106 CONFIRMATORY DEED
Made pursuant to S106 of the
Town and Country Planning Act 1990
relating to land at Ham Close

DATED

20[]

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council"); and
- (2) [] whose registered office is at [TBC] ("**the Covenantor**")

RECITALS

- (A) This Confirmatory Deed relates to the Covenantor's land and interests of which the details are set out in Schedule 1 to this Confirmatory Deed and which is shown edged red on the plan annexed to this Confirmatory Deed ("**the Site**").
- (B) The Council is the local planning authority for the area within which the Site and the Land (as defined in the Initial Planning Agreement (of which the relevant details are set out in Part 1 of Schedule 2 to this Confirmatory Deed)) are located and the planning obligations covenants agreements and other provisions contained in the Initial Planning Agreement *[as modified by the deeds of modification of which the details are set out in Part 2 of Schedule 2]* (insofar as they are relevant and applicable to the Site and its development in accordance with any Planning Permission) are intended to be made enforceable by the Council against the Covenantor and to be binding in respect of the Site in accordance with the terms of this Confirmatory Deed and the Initial Planning Agreement.
- (C) Clause 4 of the Initial Planning Agreement requires the Owner or any party who shall acquire any freehold or leasehold and/or any equitable interests in respect of any part of or interest in the Land to (inter alia) enter into complete and deliver to the Council a confirmatory deed substantially in the form of this Confirmatory Deed so as to make such interests in such land subject to those planning obligations which remain to be complied with and relate to that part of the Land.
- (D) In accordance with clause 4 of the Initial Planning Agreement the Covenantor enters into this Confirmatory Deed to covenant to observe perform and comply with (and that the Site shall henceforth be subject to and bound by) the obligations covenants agreements and other provisions contained in the Initial Planning Agreement (insofar as relevant and applicable to the Site and its development in accordance with the Planning Permission and the terms of the Initial Planning Agreement) insofar as they remain to be complied with and relate to the Site.
- (E) The Land lies within the [details to be Inserted] and is within [Phase (s)].

Operative Provisions

1. Operation of this Confirmatory Deed

- 1.1 This Confirmatory Deed and the obligations contained in it are:
 - 1.1.1 made pursuant to section 106 of the Town and Country Planning Act 1990 as planning obligations and the other provisions referred to in the Initial Planning Agreement;
 - 1.1.2 executed by the Covenantor so as to bind and subject its estate or interest in the Site (as detailed in Schedule 1) to the obligations covenants agreements and other provisions contained in the Initial Planning Agreement (insofar as relevant and applicable to the Site and its development in accordance with the Planning Permission and/or any relevant further Section 73 Permission); and

1.1.3 enforceable in accordance with the Initial Planning Agreement against the Covenantor and its successors in title to the Site by the Council acting as the local planning authority;

1.2 For the purposes of this Confirmatory Deed the term "Initial Planning Agreement" shall mean the Initial Planning Agreement dated [XX] 20[] as modified or amended by the deeds of modification listed in Part 2 of Schedule 2 to this Confirmatory Deed.

2. The Covenantor's Obligations

2.1 The Covenantor hereby covenants agrees and undertakes that its estate or interest in the Site shall henceforth be bound by the obligations covenants agreements and other provisions contained in the Initial Planning Agreement as if the Covenantor were a party to the Initial Planning Agreement when it was executed by the parties as listed in Part 1 of Schedule 2 (subject to the same terms and conditions set out in the Initial Planning Agreement including any clauses that limit or release the liability of any person in the Initial Planning Agreement) insofar as such terms and obligations covenants agreements and other provisions remain to be complied with in accordance with the Initial Planning Agreement which are expressed to bind the whole or any part of the Land or any specified Phase or other part of the Land (or the Development) which includes the Site or the part of the Development to be accommodated or located on the Site.

2.2 Where the Covenantor does not have vested in it all estates and interests in the part of the Land to which such obligations covenants agreements and other provisions relate it shall only be liable under clause 2.1 above for a breach of any obligation covenant agreement and other provisions in the Initial Planning Agreement if and to the extent that its estate or interest in the Site and any other relevant part of the Land enables or requires it to comply with such obligation covenant agreement and/or other provisions.

3. Compliance by the Council

The Council shall comply with their respective obligations in the Initial Planning Agreement in so far as they affect or are relevant to the Site and the relevant part of Development which relates to the Site and the Council's covenants under this Confirmatory Deed.

4. Miscellaneous Provisions

4.1 All words and phrases in this Confirmatory Deed shall bear the same meaning as defined in the Initial Planning Agreement except where defined otherwise in this Confirmatory Deed.

4.2 This Confirmatory Deed shall be registrable as a local land charge by the Council.

4.3 The Covenantor shall pay to the Council on completion of this Confirmatory Deed the Council's reasonable legal costs incurred in the negotiation preparation and execution of this Confirmatory Deed (insofar as such costs have not previously been paid).

4.4 No provision of this Confirmatory Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

4.5 Any invalidity illegality or unenforceability of any clause or paragraph in the Initial Planning Agreement or this Confirmatory Deed shall not affect the validity or enforceability of the remaining provisions in this Confirmatory Deed.

4.6 This Confirmatory Deed shall immediately cease to have effect if and to the extent that the Initial Planning Agreement shall cease to have effect and in any such circumstance all reference to this Confirmatory Deed is to be removed from the local land charges register.

IN WITNESS of the above [] has executed this Deed the day and year first above written

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** was hereto affixed in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by [] (but not delivered until the first date specified on page 1) by a director in the presence of a witness

.....

Director

Witness Signature :

Witness name :

Witness address :

:

Witness occupation :

Schedule 1

Details of the Site and interests to which this Confirmatory Deed relates

Schedule 2

THE INITIAL PLANNING AGREEMENT AND RELEVANT DEEDS OF MODIFICATION

Part 1- THE INITIAL PLANNING AGREEMENT AND PREVIOUS CONFIRMATORY DEEDS.

Date	Parties	Details of Interests in the Land already bound in the Initial Planning Agreement or in subsequent Confirmatory Deeds.
------	---------	-----------------------------------------------------------------------------------------------------------------------

[Details to be inserted]

Part 2- DEEDS OF MODIFICATION RELEVANT TO THE LAND.

Date	Parties	Summary of effect of the modification and the parts of the Land and/or the Development to which it relates
------	---------	------------------------------------------------------------------------------------------------------------

[Details to be Inserted]