

Official

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Dated: *30th January* 2019

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES**
- (2) **NETWORK RAIL INFRASTRUCTURE LIMITED**
- (3) **SOLUM REGENERATION (TWICKENHAM) LLP**

Supplemental Agreement

the land at Twickenham Railway Station London Road Twickenham TW1 1BD

THIS SUPPLEMENTAL DEED OF AGREEMENT is made the *30th* day of *January* two thousand and nineteen

B E T W E E N

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham TW1 3BZ ("the Council") of the first part;

(2) NETWORK RAIL INFRASTRUCTURE LIMITED (Co. Reg. No. 2904587) whose registered office is at 1 Eversholt Street, Kings Cross, London NW1 2DN ("the Owner") of the second part; and

(3) SOLUM REGENERATION (TWICKENHAM) LLP (Co. Reg. No. OC400334) whose registered office is at Tempsford Hall Sandy Bedfordshire SG19 2BD ("the Developer") of the third part

WHEREAS:

- (a) The Council is the local planning authority for the purposes of this Agreement and the 1990 Act for the area within which the Property is situate and is the local planning authority by whom a planning obligation is enforceable.
- (b) The Owner is the owner of the Property and has a lease over part of the Property dated 12 April 2018 and registered at the Land Registry with title number TGL499331.
- (c) The Developer has a lease of part of the Property dated 12 April 2018 registered at the Land Registry with title number TGL500393 and a second lease of part of the Property dated 12 April 2018 and registered at the Land Registry with title number TGL500392.
- (d) The Planning Permission granted consent for the development of the Riverside Walkway. Due to development constraints, the Riverside Walkway cannot be delivered in accordance with the Planning Permission.
- (e) The Developer has submitted an application for full planning permission to develop the Riverside Walkway in a manner different to that consented by the Planning Permission.
- (f) Condition NS76 of the Planning Permission requires the submission of a tree planting strategy. As part of the application for the Planning Permission, it was proposed that five trees would be planted alongside the London Road on the Property. This part of the Property can only accommodate two trees and therefore the Owner has agreed to pay the Tree Contribution to the Council to provide for the provision of three trees on land outside of the Property.
- (g) The Council has agreed to grant planning permission on the terms applied for in the Riverside Walkway Application subject to the completion of this Agreement.
- (h) The Council, Owner and the Developer have agreed to enter into this Agreement to secure that the obligations in the Varied Principal Agreement will be varied to take account of the changes to the Riverside Walkway as detailed in the Riverside Walkway Application and to secure the Tree Contribution.
- (i) This agreement is made under Section 106 and Section 106A of the Act and is supplemental to the Varied Principal Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. INTERPRETATION

1.1 For the purposes of this Agreement (including for the avoidance of doubt the recitals above) the definitions set out in the Principal Agreement will apply unless the context requires otherwise and in addition the following expressions shall have the following meanings:

"Block C"	means the Residential Units shown outlined in blue and labelled Block C on drawing number T90P100 at Appendix 2
"Riverside Walkway Application"	means a planning application accepted by the Council on 3 May 2018 with reference 18/1495/FUL for River walkway and associated hard and soft landscaping and fencing.
"Riverside Walkway Permission"	the planning permission to be granted by the Council pursuant to the Riverside Walkway Application
"Riverside Walkway Plan"	means the plan submitted with the Riverside Walkway Application and appended at Appendix 1
"Tree Contribution"	means the sum of £2,550 (Two Thousand Five Hundred and Fifty Pounds) payable towards the planting of three trees in the borough of Twickenham at a cost of £850 (Eight Hundred and Fifty Pounds) per tree
"Varied Principal Agreement"	means the agreement made under Section 106 of the Town and Country Planning Act 1990 as varied by supplemental agreement dated 9 June 2017 and made between the Council, the Owner and the Developer

1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

1.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

1.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permission and directions for the time being made, issued or given under that Act or deriving validity from it.

2. STATUTORY PROVISIONS

2.1 This Agreement:

2.1.1 is made pursuant to the provisions of Section 106 and Section 106A of the Act;

- 2.1.2 is made with the intent to bind the Owner's and the Developer's interest in the Property as defined in the Varied Principal Agreement;
- 2.1.3 is enforceable by the Council as local planning authority and any statutory successor to it as planning authority; and
- 2.1.4 is executed as a deed.
- 2.2 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its function and its rights, powers, duties and obligations under all public private statutes, byelaws and regulations may be as fully and effectively exercised as if they were not a party to this Agreement.
- 2.3 The covenants given by the Owner and the Developer contained herein are made with the intent that the covenants will bind their interest in the Property and be binding on and enforceable against those deriving title through and under them and PROVIDED THAT without prejudice to the enforcement of covenants against those deriving title through or under the Owner or Developer no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which he is no longer seized save in respect of any prior subsisting breach.
- 2.4 The covenants contained in this Agreement shall not be enforceable against individual purchasers, lessees or mortgagees of individual purchasers or lessees of Dwellings on the Property constructed pursuant to the Planning Permission.

3. **CONDITIONALITY**

- 3.1 The provisions in this Agreement are conditional upon the grant of the Riverside Walkway Permission and the implementation of the Riverside Walkway Permission.

4. **COVENANTS FROM THE DEVELOPER**

- 4.1 Upon completion of this Deed the Developer will pay the Tree Contribution to the Council.

5. **COVENANT FROM THE COUNCIL**

- 5.1 The Council covenants to use the Tree Contribution towards the provision of trees within the borough of Twickenham.

6. **MODIFICATION OF THE VARIED PRINCIPAL AGREEMENT**

- 6.1 The parties agree that the Varied Principal Agreement shall be amended as follows:
 - 6.1.1 The wording at paragraph 6.1 of Part VI of the First Schedule shall be amended from "Prior to occupation of the Residential Units" to "Prior to occupation of Block C."
 - 6.1.2 The wording at paragraph 6.1 of Part VI of the First Schedule shall be amended from "in accordance with the details shown on drawing number W103556Y06D forming part of the Planning Application" to "in accordance with the details shown on drawing D2232 L.01 forming part of the Riverside Walkway Application".

7. **MISCELLANEOUS**

- 7.1 No provisions of this Agreement shall be enforceable under the Contracts (Rights of third Parties) Act 1999.
- 7.2 The expressions "the Owner" shall include those deriving title through and under it in respect of the Site and the expression "the Council" includes any successor to its functions as local planning authority.
- 7.3 It is hereby agreed that any steps taken pursuant to the Varied Principal Agreement in satisfaction of the obligations therein shall be deemed to have been taken for the purposes of this Agreement and mutatis mutandis.
- 7.4 The Council shall procure that this Agreement shall be registered as a local land charge in the register of local land charges.
- 7.5 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provision of this Agreement.

8. **WAIVER**

- 8.1 No waiver (whether expressed or implied) by the Council or any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9. **DECLARATION**

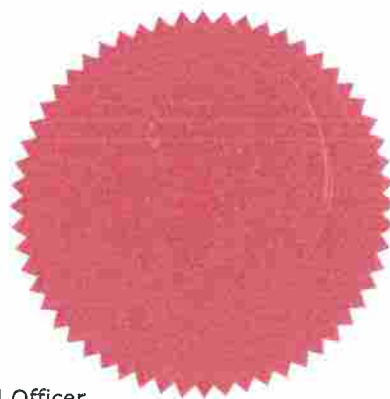
- 9.1 Other than as varied by this Agreement, the Varied Principal Agreement will continue in full force and effect.

10. **EXECUTION AND DELIVERY**

- 10.1 This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

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

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



L. Craig
Assistant Head of Law

Authorized Officer

Seal Reg. No 28869/03

41977

Executed as a deed by
affixing the Common Seal of
**NETWORK INFRASTRUCTURE
LIMITED** in the presence of:

R Swain
Authorised Signatory

Executed as a deed by **SOLUM
REGENERATION (TWICKENHAM) LLP**
acting by two members:

[Signature]
Signature of Member
[Signature]
Signature of Member

Appendix 1
Riverside Walkway Plan

NOTES

1. This drawing is the property of Fabrik Ltd. It is to be used for the project only and is not to be reproduced or used for any other purpose without the written consent of Fabrik Ltd.
2. Any proposed alterations to this drawing should be approved by the architect and the client in writing before any work is carried out.
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Scale: 1:500 @ A1
 Drawing No: D2232 L 101
 Date: Oct'18
 Revision: A

Project: Twickenham Station, South West London
 For Solum Regeneration
 Drawing: Indicative Landscape Masterplan

Author: [Name]
 Date: [Date]
 Status: [Status]

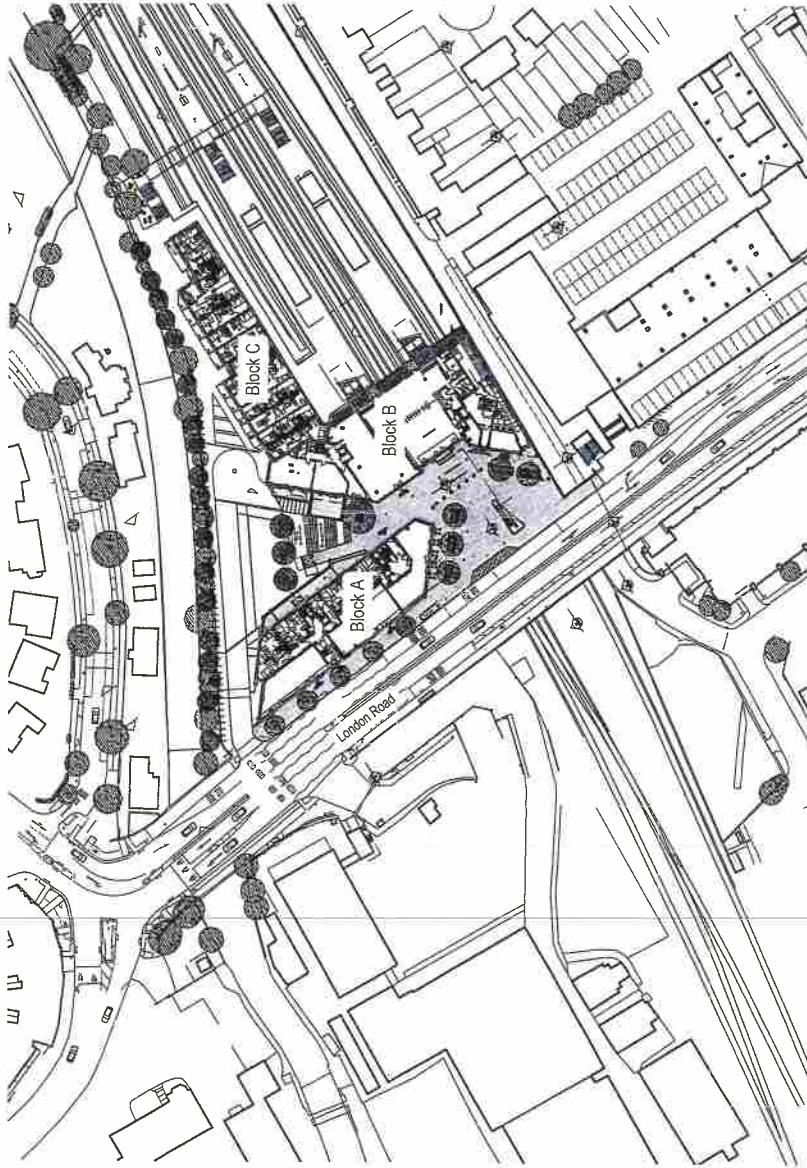
General References:
 - [Reference 1]
 - [Reference 2]
 - [Reference 3]

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Appendix 2

Block C Plan

- 1 The Contractor must check and confirm all dimensions
- 2 All discrepancies must be reported and resolved by the Architect before works commence
- 3 This drawing is not to be scaled
- 4 All work and materials to be in accordance with current applicable Statutory Legislation and to comply with all relevant Codes of Practice and British Standards



Plan of Blocks A, B, & C Locations - 1:1250

Structural Initials

RJP (TJW)
RJP
Rwain
Hoag

This scale is 10cm in length when printed at the size indicated in the title block
 0 1 2 3 4 5 10cm

Rev	Issued for information	Date
		09/10/16

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Client
 Solum Regeneration
 Network Rail and Kier in partnership

Project
 Twickenham Station

Drawings
 Block Locations Plan

Scale	Date	Status
1:1250 (A3)	Oct 18	Information
Job Number	Drawing Number	Revision
5423	T90P100	-

Dated 30.01.19

**The Mayor and Burgesses of the London
Borough of
Richmond upon Thames**

-and-

Network Rail Infrastructure Limited

-and-

**Solum Regeneration
(Twickenham) LLP**

SUPPLEMENTAL DEED OF AGREEMENT
made under Section 106 and 106A of the Town and
Country Planning Act 1990 in respect of
Twickenham Railway Station London Road
Twickenham TW1 1BD
