

HOWARD KENNEDY

dated 12 December 2023

LONDON LEGACY DEVELOPMENT CORPORATION

- and -

GHL (WICKSIDE) LIMITED

DRAFT:

DEED OF VARIATION AND SUPPLEMENTAL DEED UNDER SECTION 106 AND SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO AN AGREEMENT MADE PURSUANT TO S106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO 3-13 HEPSCOTT ROAD, LONDON, E9 5HB AND BETWEEN (1) LONDON LEGACY DEVELOPMENT CORPORATION AND (2) MCGRATH BROS. WASTE CONTROL (HACKNEY) LIMITED AND DATED 21 JANUARY 2020



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THIS DEED IS DATED

12 December

2023

BETWEEN

- 1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA");
- 2) **GHL (WICKSIDE) LIMITED** (Company number 08443231) whose registered office is 3rd Floor, Sterling House, Langston Road, Loughton, Essex, IG10 3TS (the "Owner");

BACKGROUND

- a) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by who the obligations contained in this Deed of Variation and the Original Deed are enforceable.
- b) The Owner is registered as the freehold owner with absolute title of the Site which is registered at HM Land Registry under title number EGL152073.
- c) The Original Deed was entered into on 21 January 2020.
- d) Without prejudice to the other terms contained in the Original Deed the Parties have agreed to vary the terms of the Original Deed as set out in this Deed of Variation.
- e) The Owner submitted the Reserved Matters Application on 27 October 2021. The LPA has resolved to grant approval of the Reserved Matters Application subject to the completion of this Deed of Variation.
- f) The Owner has requested amendments to the Original Deed and has agreed to enter into this Deed of Variation so as to create planning obligations in favour of the LPA pursuant to sections 106 and 106A of the 1990 Act and to be bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained.
- g) This Deed of Variation is made under sections 106 and 106A of the 1990 Act and is supplemental to the Original Deed only to the extent set out in this Deed.

TERMS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions used in this Deed of Variation which are not specifically defined hereafter shall have the same meaning as the definitions contained in the Original Deed and interpretation of the Original Deed shall apply also (so far as the context permits) to this Deed of Variation.

1.2 In addition, the following words and expressions have the following meanings:

"Deed of Variation"	this Deed;
"Reserved Matters Application"	the application for reserved matters validated by the LPA on 27 October 2021 and given reference 21/00500/REM;
"Reserved Matters Approval"	the reserved matters approval to be issued by the LPA pursuant to the Reserved Matters Application;

"Original Deed"	the deed made pursuant to s106 of the 1990 Act relating to 3-13 Hepscoot Road, London, E9 5HB and between (1) London Legacy Development Corporation and (2) McGrath Bros. Waste Control (Hackney) Limited and dated 21 January 2020;
"Parties"	the parties to this Deed of Variation;
"1990 Act"	the Town and Country Planning Act 1990 (as amended).

- 1.3 A reference to any party shall include that party's personal representatives, successors in title or assigns and in the case of the LPA the successors to its respective statutory functions.
- 1.4 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.5 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. LEGAL EFFECT

- 2.1 This Deed of Variation is a planning obligation made pursuant to the provisions of sections 106 and 106A of the 1990 Act with the intention that the interests of the Owner and their successors in title and assigns to each and every part of the Site and every part of it is bound and that the planning obligations contained herein are enforceable by the LPA as provided in these clauses and the clauses in the Original Deed.
- 2.2 Insofar as any of the covenants contained in this Deed of Variation are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Insofar as any clause or clauses of this Deed of Variation are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed provided that they are severable therefrom.
- 2.4 The provisions of the Original Deed continue to be enforceable by the LPA and to bind the Site in all respects save for as varied by this Deed.
- 2.5 The Parties agree that subject to clause 3 this Deed of Variation shall have the effect of varying the obligations contained in the Original Deed as set out in Schedule 1 of this Deed.
- 2.6 No party shall be liable for breach of a covenant contained in this Deed after having parted with all interest in the Application Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

3. CONDITIONALITY

This Deed of Variation shall take effect upon the grant of the Reserved Matters Approval save for the provisions of clauses 1, 2, 3, 5,6, 7 and 8 which shall have immediate effect.

4. **THE OWNER'S COVENANTS AND VARIATION OF THE ORIGINAL DEED**

The LPA and the Owner agree that the Original Deed shall be varied as set out in the first schedule.

5. **LOCAL LAND CHARGE**

This Deed of Variation shall be registrable as a Local Land Charge by the LPA.

6. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

No provisions of this Deed of Variation shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

7. **FEES**

The Owner covenants to pay the LPA's reasonable legal expenses associated with this Deed of Variation upon its completion.

8. **GOVERNING LAW AND JURISDICTION**

This Deed of Variation and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law and England.

In witness of which this document has been executed as a Deed by the respective Parties hereto in the appropriate manner and with the intention of such document being delivered on the part of each of them as a Deed on (but not before) the day and year first before written.

SCHEDULE 1

AMENDMENT TO ORIGINAL DEED

1. At clause 1 of the Original Deed, the following definition shall be inserted:

"Bridge House" means Blocks P3-P5 shown on drawing number 1186-PL-001 marked 'Plan A' attached at Appendix 1 to this Agreement;

2. At clause 1 of the Original Deed the definition of "Phasing Plan" shall be deleted and replaced with the following:

"Phasing Plan" means drawing number 1186 PL 001 marked "Plan B" attached at Appendix 1 of this Agreement or other plan as the Council may approve in writing;

3. In schedule 4 of the Original Deed the definition of "Roach Point Bridge Permission" shall be deleted and replaced with the following:

"Roach Point Bridge Permission" means planning permission reference 17/00307/FUL or such other planning permission as may be granted (including if granted pursuant to application reference 22/00524/FUL) for the removal of the existing Roach Point pedestrian bridge and erection of a replacement pedestrian and cycle bridge across the Hertford Union Canal ;

4. In schedule 7 of the Original Deed the definition of "Architect" shall be deleted and replaced with the following:

"Architect" means Adams and Sutherland in respect of the Bridge Works and Studioshaw in respect of Bridge House and Ash Sakula Architects and BUJ Architects in respect of the landscape works and all other parts of the Development

5. At Appendix 1 to the Original Deed Plan B shall be substituted for the Plan B attached at Appendix 1 to this Deed of Variation.

IN WITNESS whereof the parties have executed this Deed the day and year first above written

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of LONDON LEGACY DEVELOPMENT CORPORATION in the presence of:-

)
)
)



A. Houghton
.....
Authorised Signatory

SIGNED as a DEED on behalf of GHL (WICKSIDE) LIMITED acting by a director, in the presence of:

)
)
)
)

[Handwritten signature]
.....

Signature of Director

Signature

Name RORY O'CONNOR

Address 3rd FLOOR STERLING HOUSE,
LANGSTON ROAD,
LOUGHTON ESSEX IG10 3TS

Occupation DIRECTOR

APPENDIX 1 – PLAN A AND REPLACEMENT PLAN B



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- Notes**
- 1 All dimensions are in millimeters.
 - 2 Dimensions are not to be scaled directly from this drawing.
 - 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
 - 4 All references to drawings refer to the current revision of that drawing.
 - 5 Structural and services information shown is indicative only. Refer to Consultants drawings for details and setting out.

- KEY:**
- Application Boundary
 - Outline Area
 - Block P3-P5 Minimum Parameter Boundary
 - Block P3-P5 Maximum Parameter Boundary

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AH



Rev	Description	Date	By	Chk

buj architects

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 SE10 9FR
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Job title
**Wickside
 Hepscoth Road E9 5HH**

Drawing title
**Site Location Plan
 Proposed**

Drawn by	Date	Scale @ A2
dl	Aug 16	1:1250
Checked	Date	Issued for
		PLANNING

Job No	Project Status	Block	Drawing No	Revision
1186	PL	-	001	-

Plan B

Phasing Plan



- Notes**
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 - 2 Dimensions are not to be scaled directly from this drawing.
 - 3 All dimensions are to be checked on site and the Architect is to be informed of any discrepancies before construction commences.
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- KEY:**
- Application Boundary
 - Outline Area
 - Block P3-P5 Minimum Parameter Boundary
 - Block P3-P5 Maximum Parameter Boundary

Phase 1 - Bridge House (P3-5) & Bridge Works

Phase 2 - Wansbeck W1 - W19 & Trego T1-T2

Phase 3 - Kelday 1-3, Trego T3-T7 and G3-5

Phase 4 - Pharos 1, 2, 6+7, G1 + 2

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AH

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Job title
**Wickside
 Hepscoot Road E9 5HH**

Drawing title
**Site Location Plan
 Proposed**

Drawn by dl	Date Aug 16	Scale @ A2 1:1250
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