

DATED

30<sup>th</sup> March

2012

**(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM**

- and -

**(2) CRAGSIDE LIMITED**

- and -

**(3) MILLWALL FOOTBALL AND ATHLETIC COMPANY (1985) PLC**

- and -

**(4) TRANSPORT FOR LONDON**

- and -

**(5) ROYAL BANK OF SCOTLAND PLC**

- and -

**(6) CHESTNUT HILL VENTURES LLC**

## **AGREEMENT**

relating to  
the development of land to the north and south  
of Surrey Canal Road around 'the Den'  
(Millwall FC Stadium) known as the Surrey  
Canal Triangle Site SE14, SE15 & SE16

---

DLA Piper UK LLP  
3 Noble Street  
London  
EC2V 7EE  
United Kingdom  
Tel: +44 (0) 8700 111 111  
Fax: +44 (0) 20 7796 6666

Date of Original: 10 February 2012  
Draft No: 1

DAB/ET/83827/120004/UKM/40172024.10

7.4 Pay upon invoice issued by or on behalf of the Council and subject to the terms specified in that invoice, which may be issued in advance, the Council's proper and reasonable costs incurred by the Council in providing adequate resource to deal promptly with any matters in connection with the Development, the Planning Permission or this Deed that require the Council's input, action or assistance and will include consultant and project management costs and the Council will use all Reasonable Endeavours to deal with the said matters promptly.

## **8. DISPOSALS BY THE COUNCIL OF THE COUNCIL'S LAND**

8.1 The Council covenants with the Developer and Millwall as landowner that:

8.1.1 It will not complete any transfer or grant any leasehold interest having a term in excess of 7 years of the Council's Land or any part thereof, unless and until it has procured that the transferee has entered into a Deed of Adherence (Council) binding the Council's Land or the relevant part thereof; and

8.1.2 That it will apply to the Land Registry for entry of an appropriate restriction (in the prescribed form) in respect of this covenant to be entered upon its title to the Council's Land.

8.2 Where the Developer or Millwall is the party acquiring any of the Council's Land pursuant to clause 8.1 then they each covenant to enter into the Deed of Adherence (Council).

## **9. ACQUISITIONS OF THIRD PARTY LAND BY THE DEVELOPER AND/OR MILLWALL**

9.1 The Developer and Millwall (as appropriate) covenant with the Council and TfL to use all Reasonable Endeavours to acquire all Third Party Land and to complete a Deed of Adherence (Developer/Millwall) in respect of such acquired land simultaneously with the completion of the acquisition of any part of the Third Party Land.

9.2 Where the Developer and Millwall propose to acquire any Third Party Land:

9.2.1 the Developer and Millwall (as appropriate) shall, simultaneously with the completion of any such acquisition, enter into a Deed of Adherence (Developer/Millwall) in respect of such acquired land so as to ensure that the provisions of this Deed bind any such land acquired;

9.2.2 where there are no TfL Covenants that remain to be satisfied, then there shall be no requirement for TfL to be a party to the deed (or for the deed to contain any covenants in respect of TfL);

9.2.3 not Implement any Phase of the Development unless and until the Deed of Adherence (Developer/Millwall) has been completed in order to bind the Third Party Land within that Phase by the terms of this Deed

9.2.3.1 **SAVE THAT** the above shall not apply to the interests of a statutory undertaker, utility company, publicly adopted highway or any other third party with a minor interest in the Phase who is unable to Commence any part of the Development and which land is not as at the date of this Deed owned by the Developer and/or Millwall **SUBJECT TO** the person proposing to acquire that land providing a written submission to that effect to the Council and the Council

having agreed (in consultation with TfL) that it is not necessary for the interest to be bound as aforesaid.

- 9.2.4 to submit bi-monthly reports updating the Council as to the progress of acquiring Third Party Land including the details of the interests and a plan showing their location
  - 9.2.5 the Developer and Millwall shall be deemed to have complied with its obligations under this clause 9.2) where it executes a Deed of Adherence (Developer/Millwall) and delivers it and irrevocably releases it to the Council for the Council to complete (after securing the signature of TfL if necessary).
- 9.3 The Developer and Millwall covenant:
- 9.3.1 Not to Implement Phases 3,4, 5 and 5A unless and until a Deed of Adherence (Developer/Millwall) has been completed in order to bind all of the Third Party Land in Phase 1B by the terms of this Deed and the Council is satisfied that such land has been bound accordingly.
- 9.4 The Developer and Millwall covenant subject to paragraph 9.2.3.1:
- 9.4.1 not to Implement Phase 1A of the Development unless and until all Third Party Land in Phase 1A has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.2 not to Implement Phase 1B of the Development unless and until all Third Party Land in Phase 1B has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.3 not to Implement Phase 2 of the Development unless and until all Third Party Land in Phase 2 has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.4 not to Implement Phase 3 of the Development unless and until all Third Party Land in Phase 3 has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.5 not to Implement Phase 4 of the Development unless and until all Third Party Land in Phase 4 has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.6 not to Implement Phase 5A of the Development unless and until all Third Party Land in Phase 5A has been acquired by the Developer and Millwall and the completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.
  - 9.4.7 not to Implement Phase 5 of the Development unless and until all Third Party Land in Phase 5 has been acquired by the Developer and Millwall and the

completed Deed of Adherence (Developer/Millwall) has been delivered to the Council.

## **10. DISPOSALS BY THE DEVELOPER OR MILLWALL**

- 10.1 Without prejudice to the provisions of clause 4.2 no person shall be liable for any breach of any of the Obligations of this Deed after it shall have parted with his interest in the Site except in respect of any prior or subsisting breach of covenant under the terms of this Deed.
- 10.2 The Developer and Millwall covenant with the Council to give the Council immediate written notice of any change in the ownership of any of its interests in the Site (respectively) occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company) or usual address (if not a company) together with details of the Site transferred or purchased by reference to a plan and Land Registry title number and the Developer and Millwall agree the same with TfL (and the provisions of this clause shall apply mutatis mutandis) and in addition the Developer and Millwall covenant with the Council and TfL that they will not complete any such transfer without securing from the transferee confirmation that it will comply with any outstanding obligations on the part of the Developer and/or Millwall pursuant to this Deed save that any entity or party as referred to in clause 12.2.8 shall not be required to enter into any such covenant.

## **11. VARIATIONS TO THE EXISTING MILLWALL SECTION 106 AGREEMENT**

- 11.1 The Council and Millwall hereby agree to vary the 1991 Agreement so that clauses 2(4), 2(7) and 2(9) shall be deleted from the Commencement of Development.
- 11.2 The Council and Millwall hereby agree to vary the 1993 Agreement as follows:
- 11.2.1 clause 8 shall be deleted from the completion of the Car Parking Agreement;
- 11.2.2 clause 9 shall be deleted from the completion of the Coach Parking Agreement;
- 11.2.3 clauses 12, 13, 15 and 22 shall be deleted from the Commencement of the Development.
- 11.3 Save as varied in this clause 11, in all other respects the 1991 Agreement and the 1993 Agreement shall remain in full force and effect.

## **12. MISCELLANEOUS**

### **12.1 Legal Fees**

The Developer shall on the date of this Deed pay to the Council and TfL the reasonable legal costs incurred in the negotiation, preparation and execution of this Deed by the Council and TfL respectively.

### **12.2 Enforceability, Agreed Strategies, Land Charges and Powers**

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

**APPENDIX 1: AGREED FORM DEED OF ADHERENCE (COUNCIL) – TO BE USED  
WHERE THE COUNCIL DISPOSES OF ANY COUNCIL LAND**

**DATED**

**200◆**

**(1) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF LEWISHAM**

**- and -**

**(2) TRANSPORT FOR LONDON**

**- and -**

**(3) [MILLWALL/DEVELOPER]**

**DEED OF ADHERENCE**

in respect of a Section 106 Agreement dated  
◆ relating to the development of  
land to the North and South of Surrey Canal  
Road around 'the Den' (Millwall FC Stadium)  
known as the Surrey Canal Triangle Site, SE14  
SE15 & SE16

THIS DEED is made the                      day of

200◆

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of Town Hall Catford London SE13 4RU ("**the Council**");
- (2) **TRANSPORT FOR LONDON** of 14 Pier Walk, London SE10 0ES ("**TfL**"); and
- (3) ◆                      of ("**the Owner**").

**BACKGROUND:**

- A The Council is the local planning authority for the purposes of Section 106 of the Town and Country Planning Act 1990 ("**1990 Act**") and is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 ("**1974 Act**") for the area within which the Purchased Land is situated and is further a local authority for the purposes of Section 111 of the Local Government Act 1972 ("**1972 Act**").
- B On [*insert date*] the Council, the Developer, Millwall and TfL entered into the Planning Agreement.
- C As at the date of the Planning Agreement the freehold interest in the Purchase Land was vested in the Council and the covenants, obligations and undertaking of the Planning Agreement were expressed not to be binding on the Council's freehold interest.
- D The Owner has acquired an interest in the Purchase Land and as part of the acquisition the Council has requested that the Owner enter into this Deed so that the Purchase Land should be bound by the covenants obligations and undertaking contained in the Planning Agreement.
- E This Deed is therefore entered into for the purpose of ensuring that the covenants obligations and undertakings contained in the Planning Agreement are binding on the Purchase Land for the purposes of Section 106 of the 1990 Act and Section 16 of the 1974 Act.

**IT IS AGREED** as follows:

1. Save where provided otherwise words and expressions used herein shall (save where the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement.

2. For the purpose of this Deed:

"**Council Covenants**" means the Obligations for the benefit of and in favour the Council;

"**Planning Agreement**" means an agreement dated ◆                      between (1) the Council (2) the Developer (3) Millwall and (4) TfL relating to the development of land to the North and South of Surrey Canal Road around 'the Den' (Millwall FC Stadium) known as the Surrey Canal Triangle Site, SE14 SE15 & SE16 which was entered into pursuant to pursuant to Section 106 of the 1990 Act Section 16 of the 1974 Act and Section 111 of the 1972 Act;

"**Purchase Land**" means [*insert Land Registry details of the Third Party Land*];

"**TfL Covenants**" means the Obligations for the benefit of and in favour TfL.

3. This Deed is entered into pursuant to the same statutory powers as are referred to in the Planning Agreement and the obligations under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and those deriving title from it in respect of the Purchase Land.
4. The Owner with the intent to bind the Purchase Land covenants and undertakes to observe and perform the Council Covenants and the TfL Covenants as if they were set out in full in this Deed:
  - 4.1 as if the Owner had been an original contracting party to the Planning Agreement;
  - 4.2 so far as the same may still subsist and are capable of being enforced;
  - 4.3 subject to the same provisos and other terms and conditions of the Planning Agreement that apply in respect of the compliance, enforceability and the operation of the Council Covenants and TfL Covenants (including without limitation the extent to which the provisions of this Deed are enforceable against those who derive title from the Owner, the terms of any release from the obligations under this Deed and the provisions regarding the obtaining of the Approval of the Council).
5. The Council hereby covenants and undertakes to observe and perform the covenants and obligations on the part of the Council contained in the Planning Agreement.
6. TfL hereby covenants and undertakes to observe and perform the covenants and obligations on the part of TfL contained in the Planning Agreement.
7. This Deed is a Local Land Charge and shall be registered as such by the Council.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered the day and year first above written.

The common seal of **THE MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH OF LEWISHAM** was )  
 hereunto affixed in the presence of: )

Executed as a deed by affixing the common seal of )  
**TRANSPORT FOR LONDON** )

Authorised signatory:



Executed as a deed by [OWNER] )

Acting by:

Director:

Director/Secretary:

**APPENDIX 2: AGREED FORM DEED OF ADHERENCE (DEVELOPER/MILLWALL) –  
TO BE USED WHERE THE DEVELOPER OR MILLWALL ACQUIRES ANY THIRD  
PARTY LAND**

DATED

200◆

(1) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF LEWISHAM

- and -

(2) TRANSPORT FOR LONDON

- and -

(3) [MILLWALL/DEVELOPER]

**DEED OF ADHERENCE**

in respect of a Section 106 Agreement dated  
◆ relating to the development of  
land to the North and South of Surrey Canal  
Road around 'the Den' (Millwall FC Stadium)  
known as the Surrey Canal Triangle Site, SE14  
SE15 & SE16

THIS DEED is made the

day of

200◆

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of Town Hall Catford London SE13 4RU ("**the Council**");
- (2) **TRANSPORT FOR LONDON** of 14 Pier Walk, London SE10 0ES ("**TfL**");
- (3) ◆ of ("**the Owner**").

**BACKGROUND:**

- A The Council is the local planning authority for the purposes of Section 106 of the Town and Country Planning Act 1990 ("**1990 Act**") and is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 ("**1974 Act**") for the area within which the Purchased Land is situated and is further a local authority for the purposes of Section 111 of the Local Government Act 1972 ("**1972 Act**").
- B On [*insert date*] the parties hereto [together with ] entered into the Planning Agreement.
- C Since the date of the Planning Agreement the Owner has acquired an interest in the Purchase Land and it is has been agreed between the Council and the Owner that such interest should be bound by the covenants, obligations and undertaking contained in the Planning Agreement.
- D This Deed is therefore entered into for the purpose of ensuring that the covenants obligations and undertakings contained in the Planning Agreement are binding on the Purchase Land for the purposes of Section 106 of the 1990 Act and Section 16 of the 1974 Act.

**IT IS AGREED** as follows:

1. Save where provided otherwise words and expressions used herein shall (save where the same are inconsistent with the terms thereof) have the meaning assigned in the Planning Agreement.
2. For the purpose of this Deed:

"**Council Covenants**" means the Obligations for the benefit of and in favour the Council;

"**Planning Agreement**" means an agreement dated ◆ between (1) the Council (2) the Developer (3) Millwall and (4) TfL relating to the development of land to the North and South of Surrey Canal Road around 'the Den' (Millwall FC Stadium) known as the Surrey Canal Triangle Site, SE14 SE15 & SE16 which was entered into pursuant to pursuant to Section 106 of the 1990 Act Section 16 of the 1974 Act and Section 111 of the 1972 Act;

"**Purchase Land**" means [*insert Land Registry details of the Third Party Land*];

"**TfL Covenants**" means the Obligations for the benefit of and in favour TfL.
3. This Deed is entered into pursuant to the same statutory powers as are referred to in the Planning Agreement and the obligations under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner and its successors in title and those deriving title from it in respect of the Purchase Land.

4. The Owner with the intent to bind the Purchase Land covenants and undertakes to observe and perform the Council Covenants and the TfL Covenants as if they were set out in full in this Deed:
  - 4.1 as if the Owner had been an original contracting party to the Planning Agreement;
  - 4.2 so far as the same may still subsist and are capable of being enforced;
  - 4.3 subject to the same provisos and other terms and conditions of the Planning Agreement that apply in respect of the compliance, enforceability and the operation of the Council Covenants and the TfL Covenants (including without limitation the extent to which the provisions of this Deed are enforceable against those who derive title from the Owner, the terms of any release from the obligations under this Deed and the provisions regarding the obtaining of the Approval of the Council).
5. The Council hereby covenants and undertakes to observe and perform the covenants and obligations on the part of the Council contained in the Planning Agreement.
6. TfL hereby covenants and undertakes to observe and perform the covenants and obligations on the part of TfL contained in the Planning Agreement.
7. This Deed is a Local Land Charge and shall be registered as such by the Council.

IN WITNESS whereof these presents have been executed by the parties hereto as a deed and delivered the day and year first above written.

The common seal of **THE MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH OF LEWISHAM** was )  
 hereunto affixed in the presence of: )

Executed as a deed by affixing the common seal of )  
**TRANSPORT FOR LONDON** )

Authorised signatory:

Executed as a deed by **[OWNER]** )

Acting by:

Director:

Director/Secretary:

**APPENDIX 3: SITE OWNERSHIP PLANS**