

[01/95] REV

THIS DEED dated 16<sup>th</sup> November 1998

is made between

- (1) 'the Council' SOUTHAMPTON CITY COUNCIL of Civic Centre, Southampton
- (2) 'the Owner' ROXAN CONSTRUCTION LIMITED of 34 Padwell Road, Southampton SO14 6RA
- (3) 'the Mortgagee' BARCLAYS BANK PLC of PO Box 612, Ocean Way, Ocean Village, Southampton SO14 2SB

#### PARTICULARS

- Part 1 the Site ALL THAT land known as Belsize Boatyard, Priory Road, St. Deny's, Southampton more particularly delineated and edged red on the plan 1 attached hereto
- Part 2 Planning Application Planning Application Reference Number 970581/2084/W for the erection of 50 no. flats (42 x2 bed, 8x1 bed) and associated car parking
- Part 3 the Development The development of the Site in the manner and for the uses specified in the Planning Application
- Part 4 Planning Permission Draft Planning Permission being Annex 1 attached hereto in respect of the Planning Application (which shall be subject to such conditions as may from time to time be in force)
- Part 5 The Act The Town and Country Planning Act 1990
- Part 6 "Housing Site A" 366-368A Portswood Road, Southampton more particularly delineated and edged red on Plan A attached hereto
- Part 7 "Housing Site B" 5 Lawn Road, Southampton more particularly delineated and edged red on Plan B attached hereto
- Part 8 "Housing Site C" Land adjacent to 20 Eastfield Road, Southampton more particularly delineated and edged red on Plan C attached hereto (collectively called "the Housing Sites")

**DRAFT**

Application No. 970581/2084/W

**DETERMINATION OF APPLICATION**

**TOWN AND COUNTRY PLANNING ACT 1990**

**Town and Country Planning General Development Order 1988**

**DYER AND SEY LIMITED  
UNIT A WARWICK COURT 32 LEIGH ROAD  
EASTLEIGH  
HANTS SO50 9DT**

In pursuance of its powers under the above Acts and Order, the Southampton City Council, as the District Planning Authority, hereby gives notice that the application described below is:

**CONDITIONALLY APPROVED**

<b>Proposal</b>	<b>ERECTION OF 50 NO.FLATS (42 X 2 BED, 8 X 1 BED) AND ASSOCIATED CAR PARKING</b>
<b>Site Address</b>	<b>BELSIZE BOATYARD PRIORY ROAD ST DENYS SOUTHAMPTON</b>
<b>Application No</b>	<b>970581/2084/W</b>

In accordance with the details submitted with the FULL Application No 970581/2084/W subject to the following conditions:-

01

The development hereby permitted shall be begun not later than five years from the date on which this planning permission was granted.

**REASON**

To comply with s.91 of the Town and Country Planning Act 1990.

02

The development hereby approved shall be implemented solely in accordance with the following plans or documents received by the Local Planning Authority.

Drawing nos.....

**REASON**

To define the consent and for the avoidance of doubt.

03

Full details of the manufacturers, types and colours of the external materials to be used, including samples if required, shall be submitted to and approved by the Local Planning Authority before development commences.

**REASON**

In order to control the appearance of the development in the interests of visual amenity.

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Full details of the public art works which shall be incorporated within the redevelopment proposals shall be submitted to and agreed by the Local Planning Authority prior to the development commencing. Such works shall be fully implemented prior to the occupation of the penultimate dwelling hereby permitted. The art works shall thereafter be maintained at all times to the reasonable satisfaction of the Local Planning Authority and retained for the benefit of the public.

REASON

To ensure the provision of public art works in the interests of the visual amenities of the area.

05

No development shall take place within the site until the implementation of a programme of archaeological work has been secured in accordance with a written scheme of investigation which has been submitted to and approved by the Local Planning Authority.

REASON

To ensure that the archaeology of the site is properly investigated.

06

No development shall be commenced until details of all means of enclosure on the site have been submitted to and approved by the Local Planning Authority. Such detailed scheme shall be implemented before the development is brought into use. The means of enclosure shall subsequently be retained to the satisfaction of the Local Planning Authority.

REASON

In the interests of the visual amenities of the area and to protect the amenities and privacy of occupiers of neighbouring properties.

07

Details of satisfactory facilities to be provided for the storage and removal of refuse from the flats shall be submitted to the Local Planning Authority prior to the commencement of any of the development hereby permitted. The agreed facilities shall be completed and made available prior to the occupation of any of the flats and shall thereafter remain available for that purpose at all times to the satisfaction of the Local Planning Authority.

REASON

In the interests of visual amenity, the amenities of future occupiers of the development and the amenities of occupiers of nearby properties.

08

Before any dwelling unit hereby approved is occupied, both the on-site car parking and a proper vehicular access relating to it shall be provided to the satisfaction of the Local Planning Authority. The car parking shall thereafter be retained and not used for any trade, business or industrial use.

REASON

To ensure provision of vehicular access and car parking, to avoid congestion in the adjoining area and to protect the amenities of the area.

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The garages and/or parking spaces shown on the approved plans shall only be used in connection with the dwelling units hereby approved and for no other purpose unless otherwise agreed in writing by the Local Planning Authority.

## REASON

To ensure adequate on-site car parking provision for the approved dwelling units remains available for that purpose and to prevent parking on the adjoining highway.

10

During the period of the preparation of the site, excavation for foundations or services and the construction of the development, wheel cleaning facilities shall be available on the site and no lorry shall leave the site until its wheels have been cleaned sufficiently to prevent mud being carried onto the highway.

## REASON

In the interests of highway safety.

11

Details of the provision of facilities for the parking and storage of bicycles and motorbikes in accordance with the City Council's adopted standards shall be submitted to and approved by the Local Planning Authority prior to the commencement of any of the development hereby permitted. The approved facilities shall thereafter be provided in a phased manner to first be agreed with the Local Planning Authority and shall thereafter be retained at all times for those purposes.

## REASON

To secure a properly planned development.

12

No habitable accommodation shall have a floor level less than 3.486m above Ordnance Datum Newlyn and no car parking will be at a level below that of the carriageway of Priory Road at its junction with Dukes Road.

## REASON

To protect the occupiers of the proposed accommodation from the likelihood of flooding.

13

Other than for the filling of the existing slipway no reclamation shall take place beyond the existing reclaimed area of the site which shall for the avoidance of doubt be as identified on RJS drawing no. 97/12/04/403 (Rev.B).

## REASON

To prevent the encroachment of the site onto the adjacent mudland to the detriment of the open character of the river, the amenities of recreational users of it and its nature conservation value and contrary to the provisions of the City of Southampton Local Plan.

14

Details of the proposed drainage of the site shall be submitted to and approved by the Local Planning Authority prior to the commencement of any of the works hereby permitted.

## REASON

To secure properly planned development and to prevent the pollution of the adjacent river environment.



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20

Full longitudinal cross-sections of the proposed waterfront walkway/cycleway which shall include details of the means of addressing all changes in levels along its length and between it and any adjacent land shall be submitted to and agreed by the Local Planning Authority prior to the commencement of any of the development hereby permitted.

**REASON**

To secure properly planned development and in the interests of public safety and access.

21

Details of the proposed method of piling to be undertaken shall be submitted to and approved by the Local Planning Authority prior to the commencement of any of the development hereby permitted. Piling shall not in any case be undertaken on the site other than between the hours of 8.00 am to 6.00 pm Monday to Saturday and not at all on Sunday, unless otherwise first agreed in writing with the Local Planning Authority.

**REASON**

To protect the amenities of nearby residents.

22

The approved landscaping scheme shall be implemented wholly in accordance with the agreed timetable. Any trees, shrubs, seeded or turfed areas which within a period of 10 years from the date of planting die, fail to establish, are removed or become damaged or diseased shall be replaced by the Developer in the next planting season with others of similar size and species unless the local Planning Authority gives written consent to any variation. The developer shall be responsible for any replacements for a period of 5 years from the date of planing. The approved scheme shall be carried out before the penultimate flat is occupied or the developer leaves the site, whichever is the sooner.

**REASON**

To improve the appearance of the site and enhance the character of the development in the interests of visual amenity, to ensure that the development makes a positive contribution to the local environment and to reflect the anticipated establishment difficulties associated with the contaminated ground conditions and exposed location of the site.

23

A detailed scheme to deal with the contamination of the site shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of any of the development hereby permitted. That scheme shall also include such other additional investigation and monitoring as might be required by the Local Planning Authority, management arrangements for any underfloor mechanical ventilation equipment and measures for the protection of services and utilities within the site. The agreed scheme shall be fully implemented and completed before any of the dwellings hereby permitted is first occupied.

**REASON**

To ensure a safe environment for the occupiers and other users of the site.

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24

Prior to the commencement of any of the development hereby permitted, the size, design, location and contents of a sign to be erected at the northern end of the proposed public walkway/cycleway shall be agreed with the Local Planning Authority. The sign shall advise of the restrictions to access represented by the steps at the southern end of the walkway/cycleway and shall be erected prior to the walkway/cycleway first being available for use.

**REASON**

For the convenience of users of the walkway/cycleway.

25

No development hereby permitted shall be commenced until the Local Planning Authority have approved:

(i) a specification of the type of construction proposed for the roads, footpaths and the riverside footpath/cycleway including all relevant horizontal cross-sections and longitudinal sections showing existing and proposed levels together with details of street lighting and the method of disposing of surface water.

(ii) a programme for the making up of the roads and footpaths and the riverside footpath/cycleway.

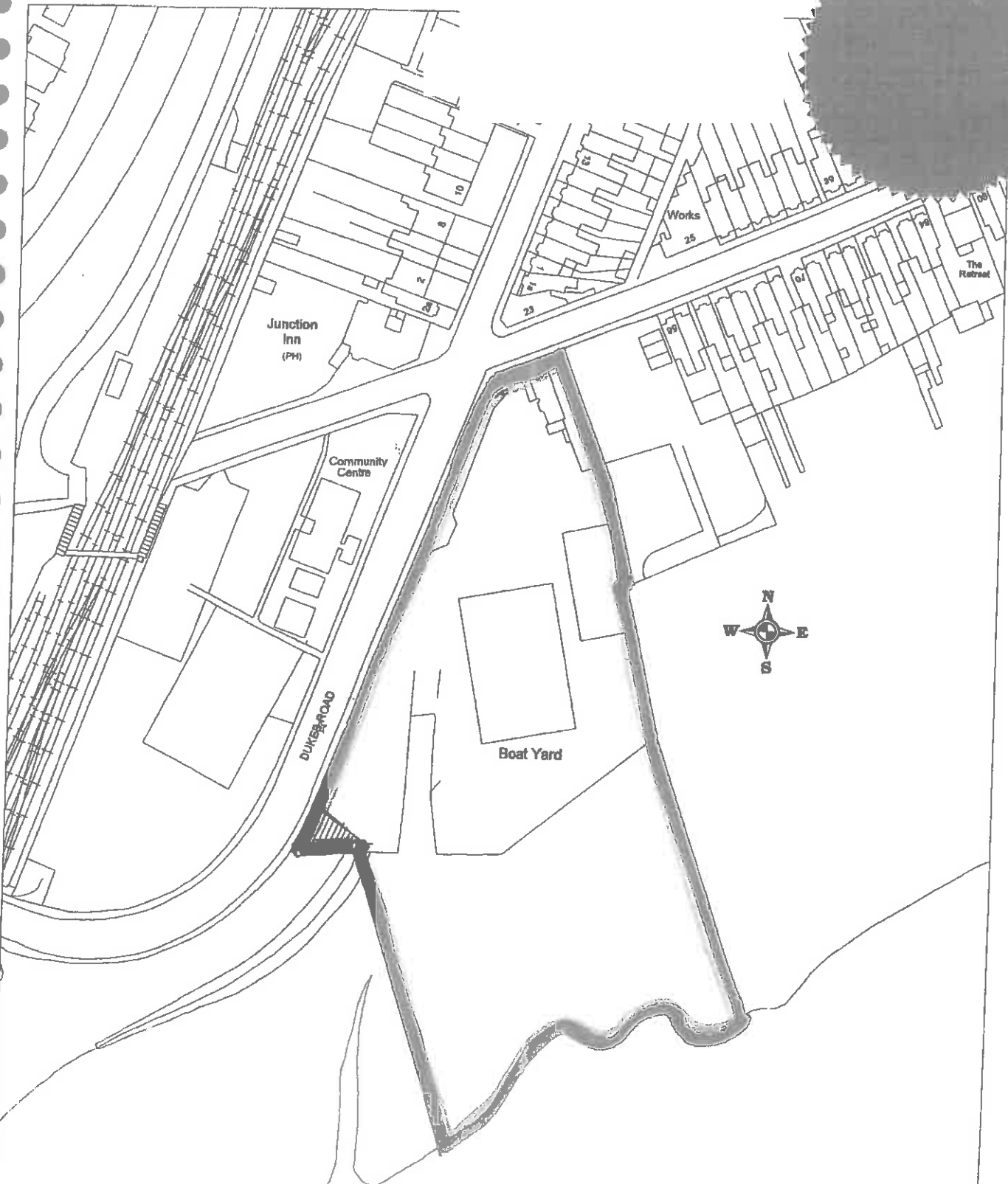
**REASON**

To ensure that the roads are constructed to an adoptable highway standard.

Mark Luken  
Head of Planning and Development Management

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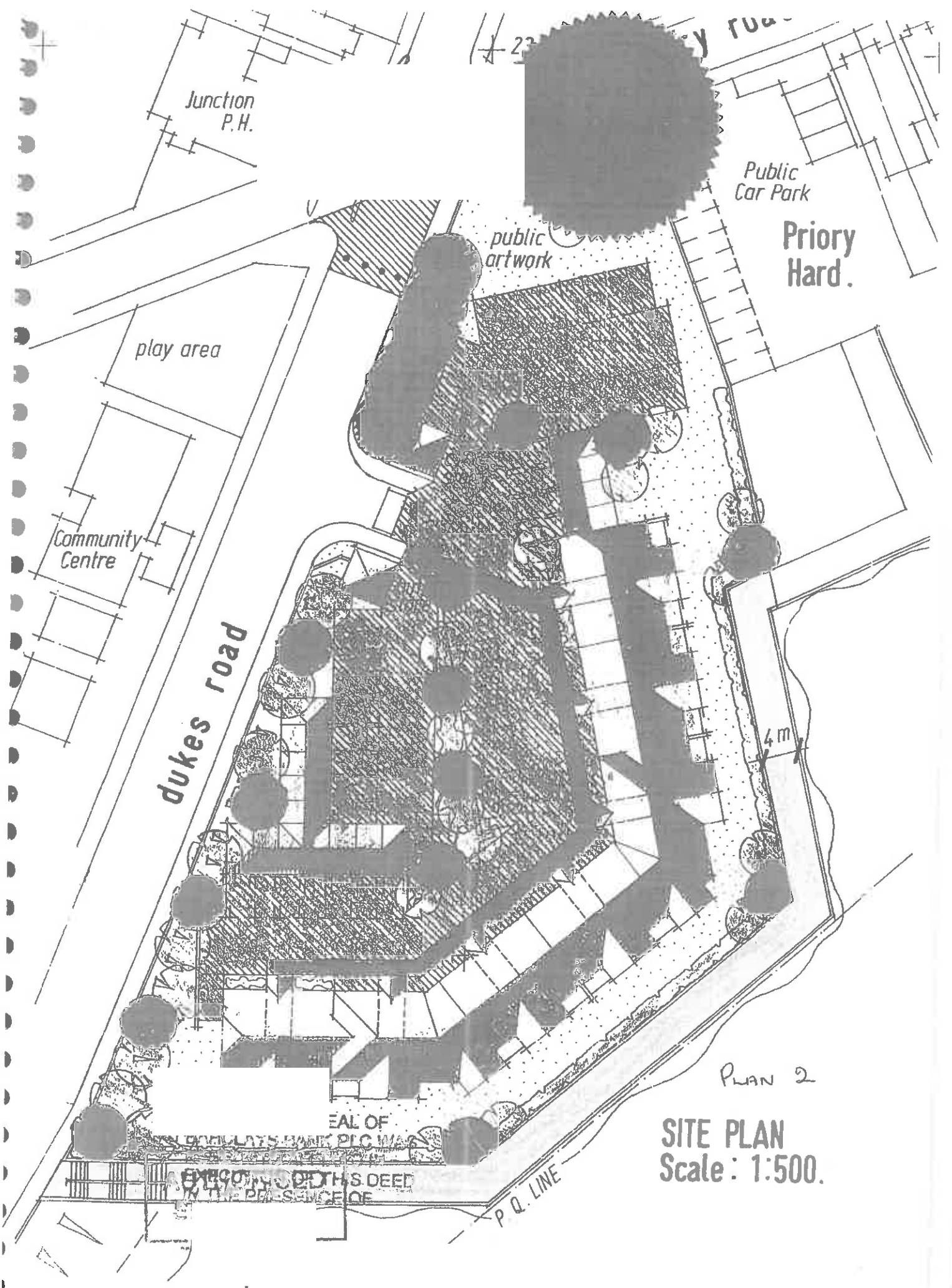
**AUTHORISED  
SIGNATORY**

THE COMMON SEAL OF  
BARCLAYS BANK PLC WAS  
HEREUNTO AFFIXED IN  
EXECUTION OF THIS DEED  
IN THE PRESENCE OF

PLAN 1

.....  
Witnessing Officer





Junction P.H.

Public Car Park

Priority Road.

public artwork

play area

Community Centre

dukes road

4 m

PLAN 2

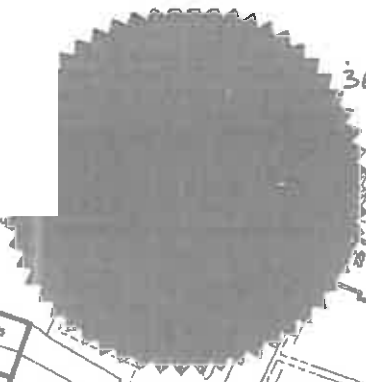
SITE PLAN  
Scale: 1:500.

REAL OF

EXECUTED BY DEED IN THE PRESENCE OF

P.Q. LINE

366-368A PORTSWOOD ROAD.



THE COMMON SEAL OF  
BARCLAYS BANK PLC WAS  
HEREUNTO AFFIXED IN  
EXECUTION OF THIS DEED  
IN THE PRESENCE OF

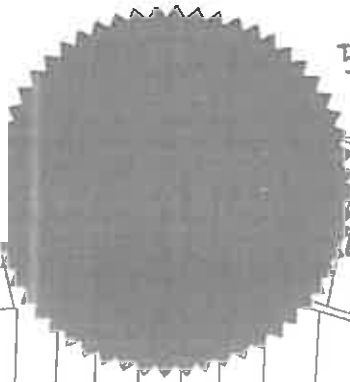
Authorised Sealing Officer

A SIGNATORY

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5 LAWN ROAD.



PORTSWOOD PARK

PORTSWOOD ROAD

PORTSWOOD PARK

Accident House

LAWN ROAD

THOMAS LEWIS WAY

DUKES ROAD

DUKES ROAD

HILL SQUARE

BEVOYS HILL

Bevoys Mansions

THE COMMON SEAL OF  
BANK OF CLAYS BANK PLC WAS  
HEREUNTO AFFIXED IN  
EXECUTION OF THIS DEED  
IN THE PRESENCE OF

Sealing Office

SIGNATURE

PLAN B

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THE COMMON SEAL OF  
 BARCLAYS BANK PLC WAS  
 HEREUNTO AFFIXED IN  
 EXECUTION OF THIS

AUTH  
 SIGN

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- Part 9 "the Dwellings" 4x3 bed houses to be provided at Housing Site A;  
9x1 bed flats to be provided at Housing Site B  
2x2 bed, 2x3 bed houses to be provided at Site C
- Part 10 "the Housing Association" Western Challenge Housing Association Limited whose registered office is at Hengistbury House, 35 Purewell, Christchurch, Dorset, BH23 1EH

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated and by whom the obligations contained in this Deed are enforceable
- (2) The Owner is the owner in fee simple of the Site save for the area hatched black on Plan 1 subject to restrictive covenants and subject to a Mortgage in favour of the Mortgagee dated 4th March 1997
- (3) By a Statutory Declaration dated the 3rd day of November 1998 the Owner claims possessory title to the area hatched black on Plan 1
- (4) The Owner is the owner in fee simple of Housing Site A, Housing site B and Housing Site C subject to restrictive covenants and subject to Mortgages in favour of the Mortgagee dated 14th July 1998, 12th December 1997 and 1st October 1998 respectively
- (5) The Planning Application was made to the Council for the Development by the Owner
- (6) The Council has resolved that the Planning Permission be granted in accordance with the Planning Application subject to the making of this Agreement without which planning permission for the Development would not have been granted



Schedules to this Deed shall only apply to the Owner for the time being of the Site and not the Housing Sites

- 6 THE MORTGAGEE hereby consents to the completion of this Deed and acknowledges that subject as herein provided the Site shall be bound by the restrictions and obligations contained in this Deed but no liability to perform the obligations shall accrue to the Mortgagee by virtue of it entering into this Deed
- 7 No liability to perform the obligations under this Deed shall fall on any individual leasehold owners of the flats erected on the Site pursuant to the Planning Permission but only in so far as they do not constitute the freehold owner of the Site or any part of it

EXECUTED AS A DEED

## THE FIRST SCHEDULE

1. On the implementation of the Planning Permission the Owner shall transfer Housing Site A for the consideration of £52,000, Housing Site B for the consideration of £108,000 and Housing Site C for the consideration of £57,000 to the Housing Association on the following terms:-
  - (a) the transfers to the Housing Association shall contain the following provisions:-
    - (i) the grant by the Transferor to Transferee of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Dwellings
    - (ii) a covenant not to use the Housing Sites otherwise than for the purposes of housing and the Dwellings constructed on the Housing Sites shall be used for the purposes of providing housing to persons in need who are unable to afford to buy or rent at market values and market rents provided that if any current or future mortgagee in possession of the Housing Sites (or any of them) deems it necessary to dispose thereof or any part thereof it may do so after which the provisions of this paragraph 1 (a) (ii) shall cease to have effect in relation to the land disposed of which may at all times thereafter be used free from those provisions but this paragraph 1(a) (ii) shall continue in full force and effect in relation to any of the Housing Sites or any part thereof which have not been so disposed of



**THE SECOND SCHEDULE**  
(Waterfront Access)

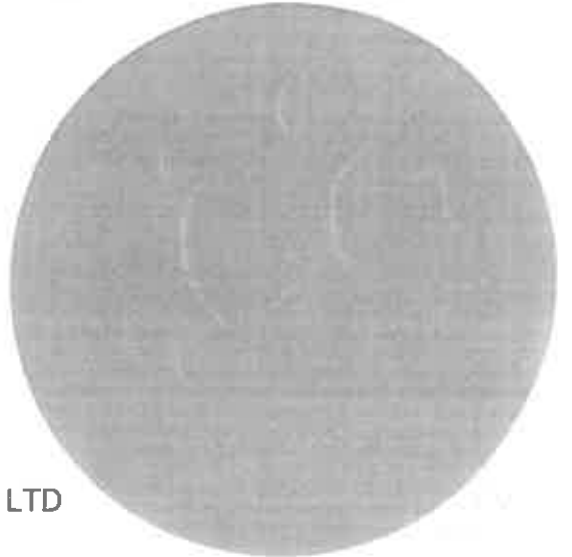
- 2.1 To provide and thereafter maintain in accordance with a programme agreed with the Council a waterfront walkway/cycleway within the 4 metres wide area of land shown coloured blue on Plan 2 ("the Walkway")
- 2.2 The Owner hereby grants to the Council its successors in title all those authorised by it and the general public at large in perpetuity the right to use the land shown coloured blue on Plans 2 and the Walkway for recreational purposes at all times

**THE THIRD SCHEDULE**  
**(Play Area)**

The Owner will pay the sum of £30,000.00 to the Council on or before the occupation of the 25th flat in the Development or one year from the commencement of the Development whichever is the sooner as a contribution in respect of the off-site provision of an equipped play area

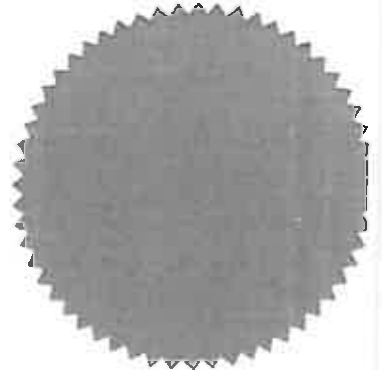
IN WITNESS whereof the parties have executed this agreement as a Deed the date and year first before written

THE COMMON SEAL OF SOUTHAMPTON CITY COUNCIL was hereunto affixed in the presence of:-



Authorised Signatory

THE COMMON SEAL of ROXAN CONSTRUCTION LTD was hereunto affixed in the presence of:-



Director

Secretary

THE COMMON SEAL of BARCLAYS BANK PLC was hereunto affixed in the presence of:-

THE COMMON SEAL OF BARCLAYS BANK PLC WAS HEREUNTO AFFIXED IN EXECUTION OF THIS DEED IN THE PRESENCE OF

Director

Secretary