Dated: 18/3/26

To: Planning Inspectorate
Re: Appeal 6002127 Glassmill

Maam,

Please find attached the Lease to the Council of the walkway in front of the proposed Glassmill Development. I also wanted to clarify a point you raised yesterday as to whether the owners of the Riverwall in front of the development had been made aware of their possible liability of "Flood Risk" for the development and the answer to that is no. Currently, the Glassmill "basement" is not below ground and we have not seen any details relating to the depth of the underground proposed areas or the detail on the foundations required.
There has been no discussion of this with TWRA who initiated the couple of meetings with Rockwell/Premetoria from 2019 until now. Naturally, we are now very concerned about this potential liability and open ended costs to the shareholders of TWRA.

As you know from our representative for TWRA and AR A1, DPDS, we only received a response to our "outreach" at your request 4 days before the "Appeal" start which was not enough time for consultants to do the specific studies required to refute Rockwells response claims to us which the shareholders believe should be the responsibility of the developer. We are aware under the rules that by reducing the number of flats that many of the actual numbers for studies are not required and that the full cost of works prior to the granting of permission would fall on us to prove and pay for.

As I am sure you are aware in order for us to engage specialist to do studies and lawyers to do the background to attend with me today would have cost approx £75,000 pounds and given over half of the 15 flats/some 30 individuals on TWRA are retired or part retired the shareholders would not be able to raise sufficient funds in addition to the monies already spent. This is also the reason why we could not afford to be Rule 6. A concern also that we may be left paying some of Rockwells costs also was discussed.

Lastly, after attending in the public gallery yesterday (and no I did not partake in commentary from the stalls) to understand the format and representation of the round table discussions it was clear to me that whilst I have worked on the Glassmill with our experts, DPDS, Farrers, Anstey Horne, over the last three years and have a good understanding of our submissions against the proposal, as a layman I could not fairly represent my shareholders against the several barristers, solicitors and experts afforded by Rockwell Premotoria.

I hope that this does not in anyway damage our arguments or reflect a cooling off of the proposals submitted to date.

Amanda
Chair
Thames Walk Residents Association
2 Hester Rd
SW11 4AJ
TWRADirectors@gmail.com

DATED 27th November 198

SUNLEY HOLDINGS LIMITED

- and -

LONDON BOROUGH OF WANDSWORTH

DEVELOPMENT AGREEMENT

relating to land at

Bridge House Wharf, Battersea Bridge Road

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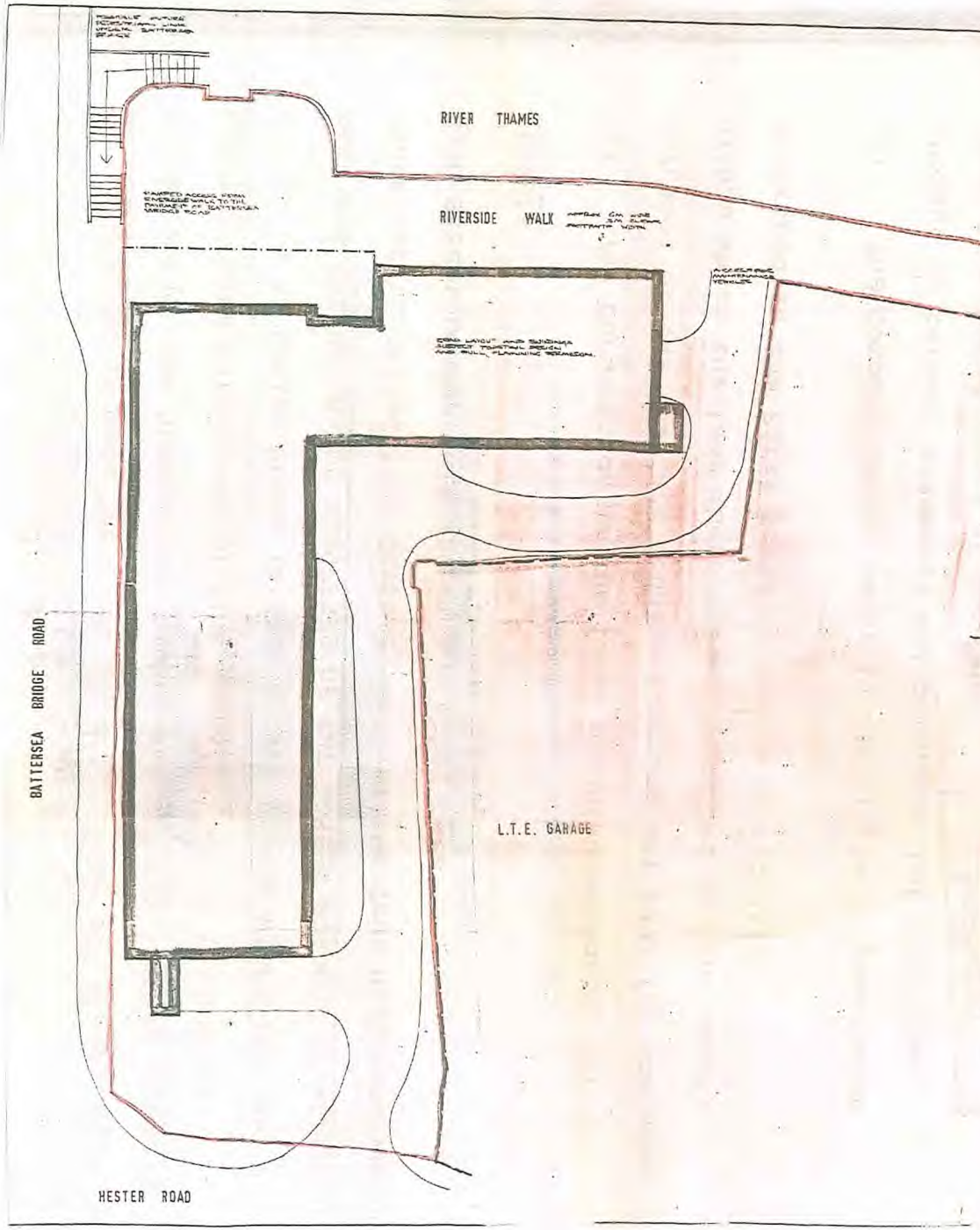

H137
H M LAND REGISTRY
Title No: SGL210046
COPY (liable to distortion in scale)
of plan to Deed
dated 27.11.1951

NOTES

DATE	REVISION	LETTER

Michael Lyell Associates
CHARTERED ARCHITECTS
16 YEOMANS ROW, LONDON SW3 KNIGHTSBRIDGE 3233-6

CONTRACT
PROPOSED DEVELOPMENT AT BATTERSEA BRIDGE

DRAWING
PLAN TO ACCOMPANY SECTION 52 AGREEMENT FOR RIVERSIDE WALK

SCALE 1:200 DRAWN DATE

DRAWING NUMBER 2615/16 REV

THIS DRAWING AND THE COPYRIGHTS AND PATENTS THEREIN ARE THE ARCHITECTS' PROPERTY AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION AND ARE ISSUED ON CONDITION THAT THEY ARE NOT LENT RESOLD HIRED OUT OR DISPOSED OF BY WAY OF TRADE

This official copy is incomplete without the preceding notes page.

We hereby certify that this is a true and a-curate copy of the original 22 March 1982 Brecher & Co Borders

THIS AGREEMENT is made the 27th day of November One Thousand nine hundred and eighty-one BETWEEN SUNLEY HOLDINGS LIMITED (hereinafter called "the Company") whose registered office is at Sunley House 79 Park Street London W1 of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH (hereinafter called "the Corporation") of the Town Hall Wandsworth High Street London SW18 2PU of the other part

WHEREAS

(1) The Corporation is the local planning authority for the purposes of the Town and Country Planning Act 1971 for the area within which the land (hereinafter described as "the land") described in the First Schedule hereto is situated.

(2) The Company is the owner in fee simple in possession subject to certain easements and covenants but otherwise free from incumbrances of the Land

Land Registry
Official Copy
This copy may not be the same size as the original

(3) The Corporation has agreed to grant planning permission to develop the land pursuant to an application under reference number 81/N/2441 submitted to the Corporation on the 10th September 1981 subject only to those conditions specified in the Third Schedule hereto

(4) The Company wishes to carry out development of the land pursuant to the said planning permission and it has been agreed with the Corporation that the Company shall lay out and provide a public riverside walk as part of any development

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(5) The Corporation has agreed subject to conditions hereinafter referred to to release the Company and its successors in title and assigns from the obligations and covenants contained in an agreement dated the 26th September 1980 made between Wadeford Limited (1) and the Corporation (2) which was entered into inter alia to restrict and regulate the development and use of the Land (as hereinafter defined)

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of the following powers:-

(a) Section 52 of the Town and Country Planning Act 1971

(b) Section 9 of the Open Spaces Act 1906

(c) Section 38 of the Highways Act 1980

(d) Section 126 of the Housing Act 1974

(e) Section 16 of the Greater London Council (General Powers) Act 1974

(f) All other powers hereby enabling with the intent permanently to bind the Land in the manner provided by the said powers

2. The Company covenants with the Corporation that the Company shall at its own expense and in a proper and workmanlike manner construct and complete a riverside walk to the reasonable

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satisfaction of the Corporation and in accordance with the basic design brief set out in the Second Schedule hereto such works to be completed within six months of the first occupation of any permanent building immediately adjoining the riverside walk and forming part of the residential content of the Company's development of the Land

3. Upon completion of the said riverside walk the Company hereby dedicates it permanently to the public and the Corporation shall thereupon adopt it as a public highway with right of way on foot alone and take over the maintenance in respect of its running surfaces furnishings landscaping and lighting PROVIDED ALWAYS that the Corporation shall not be liable to maintain the river wall and parapet constructed thereupon along any part of the Land which wall and parapet shall remain the responsibility of the Company and PROVIDED ALWAYS that the Company shall at its own expense make good any defects in the said riverside walk which shall appear and be due to the use of defective workmanship and/or materials within a period of one year after such adoption

4. The Company hereby grants an irrevocable licence to the Corporation its servants employees agents contractors and other authorised persons following reasonable prior notice (except in the case of emergency) to enter upon that part (if any) of the Land immediately adjoining the said riverside walk as shall not at that time be built upon in order to maintain the lighting apparatus specified in the Second Schedule hereto and the electrical wiring connected thereto and the Company shall afford access during the hours of daylight over that part of the Land upon which a metalled roadway shall be constructed to afford access to the riverside walk for Council

This official copy is incomplete without the preceding notes page.

maintenance vehicles and for disabled members of the public in wheelchairs and similar conveyances PROVIDED ALWAYS that the Corporation shall make good to the reasonable satisfaction of the Company any damage caused to the Company's Land as a result of the exercise of this licence on the Corporation's behalf

5. The Company further covenants with the Corporation that the Company shall at its own expense (not to exceed £2000) provide a children's play feature of a type acceptable to the Council on the Land in the vicinity of the bridgefoot that is proposed as part of the Company's development such feature to be treated as the Company shall desire but not so as to obstruct the river walk to be dedicated to the public

6. The Company and Corporation both hereby covenant that at no time in the future will either of them erect or suffer to be erected any building or structure upon any part of the said riverside walk

7. The expressions "the Company" and "the Corporation" shall include their respective successors in title and assigns

8. The Company's title to the Land is registered at H M Land Registry with Absolute Title numbered SGL270066 and the Corporation hereby applies to the Chief Land Registrar to enter a note of this Agreement in the registers of the said Title and the Company hereby consents to such registration

This official copy is incomplete without the preceding notes page.

9. In the event of (i) the Works being carried out to implement the planning permission granted by the Corporation on even date herewith and (ii) the terms of this agreement being complied with the Corporation undertakes to release the Company and its successors in title and assigns from the obligations and covenants on the part of the Company contained or referred to in the said agreement dated the 26th September 1980 and made between Wadeford Limited (1) and the Corporation (2) and in that event the Corporation undertakes to apply with the Company to the Chief Land Registrar to delete the entry in the Charges Register of title number SGL 270066 relating to the said agreement dated the 26th September 1980

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first above written

THE FIRST SCHEDULE

ALL THAT parcel of land to the east of Battersea Bridge adjoining Battersea Bridge Road and abutting on the River Thames at what was formerly known as Bridge House Wharf Granary Wharf and Bridge Wharf in the London Borough of Wandsworth which said land for identification purposes only is outlined by a red line on drawing number 2615/16 attached hereto

This official copy is incomplete without the preceding notes page.

THE SECOND SCHEDULE

BASIC DESIGN BRIEF FOR THE RIVERSIDE WALK

1. Throughout its length the riverside walk shall be at least six metres wide and have a minimum clear unstepped width of paved footpath of three metres

2. The choice of surfacing materials can include natural or artificial stone paving brick paviors or a combination of these and the upstand river parapet wall shall be surfaced with a material which is sympathetic to the main development and the riverside walk itself

3. The footpath shall be capable of carrying Council maintenance vehicles up to ten tons laden weight

4. The level of the riverside walk shall be such as to give unobstructed views of the river along its entire length

5. The level of the riverside walk at its eastern end shall be such as shall allow a linkage to the level of the riverside walk over the adjacent land to the east to be effected easily and without the need for steps or a steep ramp

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6. At its western end the riverside walk shall connect with the presently existing steps leading to Battersea Bridge Road. There shall also be a ramped access from the Riverside Walk to the pavement of Battersea Bridge Road

7. Provision shall be made to enable the riverside walk to be extended in due course (other than at the Company's expense) under Battersea Bridge

Safety Measures

8. Any upstand river parapet wall shall include in its construction adequate safety measures including the provision of railings where necessary and lifebelts

Seats and Litter Bins

9. A minimum of six bench seats and six litter bins of a type approved by the Council shall be provided by the Company and shall be fixed in accordance with the manufacturer's instructions

Public Lighting Columns

10. Lighting shall be provided at approximately fifteen metre centres with additional lighting at any changes of level and direction and at obstructions

11. The Columns shall be Abacus lowering columns No MO/410/RLS (3.75 metres above ground level) with two Phillips spherical lanterns (Catalogue No MU8) per column or such other as may be approved by the Council. The light source shall be high pressure sodium

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Trees and Shrubs

12. Advanced Heavy Nursery Stock (AHNS) trees shall be provided singly or in grouping along the walk with evergreen shrubs to a lay-out approved by the Council

13. The tree planting shall include the following species:

a) Alnus glutinosa

b) Pinus nigra

c) Plantanus x hispanica

d) Framinus excelsior

and all trees shall comply with the general requirements in British Standard 3936 Part 1

14. The shrub planting shall include:

a) Prunus Lavrocerasus

b) Ilex Aquifolium

c) Sarcocca Hunnilis

d) Pyracantha Atalontoides

15. Tree planting is to take place between November and Mar with the exception of Pinus as these should be planted when the soil temperature is warm during Autumn or Spring

16. The tree pits should be at least one metre in diameter and one metre deep and the base of the hold should be broken up to a spade depth to ensure free drainage. The pit should then be filled with a mixture of good quality top soil

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to BS3882 adding two ounces of bonemeal into the final 330mm. The top soil should be consolidated during filling

17. Each tree should be planted at the original soil depth, this being indicated by the soil mark on the base of the trunk. The tree stake should be driven in before offering the tree to the pit. The tree should then be placed into the pit (to the correct depth) and carefully filled in and consolidated, eliminating any air pockets

18. The surface of the tree pit should be covered with a layer of peat or other organic material to act as a mulch. Each tree should be tied at top and bottom with good quality tree ties, with a block placed between the tree and the stake to avoid rubbing. Each tree should be watered during dry periods.

Surface water drainage

19. Surface water shall be drained from the riverside walk and associated paved areas and access ways by gullies and 150mm diameter pipe connections to the river or alternative disposal points including flap valves as appropriate.. Minor drainage into tree pits might be appropriate in some cases. Gully pots should normally be 457mm diameter by 1067mm depth of precast concrete. Gully gratings and frames shall be obtained from the Council's Depot and paid for by the Developer

General

20. All design materials and workmanship shall comply with the latest appropriate British Standard Specification or Code of Practice

This official copy is incomplete without the preceding notes page.

21. It is the Council's intention that the detailed design of the riverside walk should be carried out by the Developer to permit choice of design and materials to be sympathetic with the main construction

22. A detailed specification is to be approved by the Council on submission of drawings to a scale of 1 to 200 showing proposals

23. Nothing in this Brief shall relieve the Developer of his obligations to comply with all statutes and requirements of other authorities

24. The Council will not take responsibility for the river wall or the river parapet wall

THE THIRD SCHEDULE

Conditions attached to Planning Permission

(a) Application for the approval of the matters reserved hereinafter for subsequent approval by the local planning authority shall be made not later than the expiration of three years beginning with the date of this permission

(b) The development to which this permission relates shall be begun not later than whichever is the later of the following dates:-

(i) the expiration of five years from the date of this permiss

or

(ii) the expiration of two years from the date of final approval of the matters reserved hereinafter for subsequent approval by the local planning authority

This official copy is incomplete without the preceding notes page.

(c) The following matters shall be such as may subsequently be approved by the local planning authority:-

(i) the design of the buildings, including the siting, height massing and internal planning;

(ii) the external appearance of the buildings and the materials to be used including their colour and textures;

(iii) means of access and service roads, including road widths, radii and sightlines, and space for the loading, off-loading and manoeuvring and turning of vehicles;

(iv) plot ratio, density, overlooking, daylighting and sunlighting to the local planning authority's standards;

(v) refuse storage accommodation and access thereto;

(vi) treatment of those parts of the site not covered by buildings including plantings, surface treatment, walls, fences, gates or any other means of enclosure;

(viii) preservation and planting of trees

(d) The development to which this permission relates shall not be begun until full particulars and detailed plans, sections and elevations to a scale not less than 1 to 100 (8 feet to 1 inch approximately) with respect to the matters reserved for subsequent approval shall have been submitted to and approved by the local planning authority

(e) The building(s) hereby permitted shall not be occupied until the car parking accommodation/access road(s)/service road(s)/ turning space(s) shall have been constructed to the satisfaction of the local planning authority and such facility/facilities shall be used thereafter for no other purpose(s).

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(f) Before the development to which this permission relates is completed trees and shrubs of appropriate species shall be plant to the satisfaction of the local planning authority in accordance with a tree planting scheme approved pursuant to condition (e)(viii) hereof.

(g) Details of the manangement of the car parking accommodation shall be submitted to and approved by the local planning authority before the premises are occupied

(h) The buildings and forecourt shall conform with levels specified by the local planning authority on information received from the local highway authority

(i) There shall be no means of vehicular access to or from the permitted development direct from or to Battersea Bridge Road

(j) There shall be a splay measuring 5 metres X 3 metres at the junction of the metropolitan road and Hester Road

(k) Unless the prior consent in writing of the local planning authority is first obtained, the offices hereby permitted, shall not be occupied unless and until the residential development permitted, shall have been substantially completed to the satisfaction of the local planning authority

THE COMMON SEAL OF SUNLEY)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:)

director

Secretary

12

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THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF WANDSWORTH was)
hereunto affixed:-)

By Order

Director of Administration

28652

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DATED 27th November 198

SUNLEY HOLDINGS LIMITED

- and -

LONDON BOROUGH OF WANDSWORTH

DEVELOPMENT AGREEMENT

relating to land at

Bridge House Wharf, Battersea Bridge Road

This official copy is incomplete without the preceding notes page.

These are the notes referred to on the following official copy

Title Number SGL270066

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

We hereby certify that this is a true and a-curate copy of the original 22 March 1982 Brecher & Co

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NDG

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Conditions attached to Planning Permission

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(b) The development to which this permission relates shall be begun not later than whichever is the later of the following dates:-

(i) the expiration of five years from the date of this permissi

or

(ii) the expiration of two years from the date of final approval of the matters reserved hereinafter for subsequent approval by the local planning authority

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(c) The following matters shall be such as may subsequently be approved by the local planning authority:-

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(ii) the external appearance of the buildings and the materials to be used including their colour and textures;

(iii) means of access and service roads, including road widths, radii and sightlines, and space for the loading, off-loading and manoeuvring and turning of vehicles;

(iv) plot ratio, density, overlooking, daylighting and sunlighting to the local planning authority's standards;

(v) refuse storage accommodation and access thereto;

(vi) treatment of those parts of the site not covered by buildings including plantings, surface treatment, walls, fences, gates or any other means of enclosure;

(viii) preservation and planting of trees

(d) The development to which this permission relates shall not be begun until full particulars and detailed plans, sections and elevations to a scale not less than 1 to 100 (8 feet to 1 inch approximately) with respect to the matters reserved for subsequent approval shall have been submitted to and approved by the local planning authority

(e) The building(s) hereby permitted shall not be occupied until the car parking accommodation/access road(s)/service road(s)/ turning space(s) shall have been constructed to the satisfaction of the local planning authority and such facility/facilities shall be used thereafter for no other purpose(s).

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(f) Before the development to which this permission relates is completed trees and shrubs of appropriate species shall be plant to the satisfaction of the local planning authority in accordance with a tree planting scheme approved pursuant to condition (e)(viii) hereof.

(g) Details of the manangement of the car parking accommodation shall be submitted to and approved by the local planning authority before the premises are occupied

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(j) There shall be a splay measuring 5 metres X 3 metres at the junction of the metropolitan road and Hester Road

(k) Unless the prior consent in writing of the local planning authority is first obtained, the offices hereby permitted, shall not be occupied unless and until the residential development permitted, shall have been substantially completed to the satisfaction of the local planning authority

THE COMMON SEAL OF SUNLEY)
HOLDINGS LIMITED was hereunto)
affixed in the presence of:)

director

Secretary

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THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF WANDSWORTH was)
hereunto affixed:-)

By Order

Director of Administration

28652

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DATED 27th November 198

SUNLEY HOLDINGS LIMITED

- and -

LONDON BOROUGH OF WANDSWORTH

DEVELOPMENT AGREEMENT

relating to land at

Bridge House Wharf, Battersea Bridge Road

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