

**Our ref:** Q200103  
**Your ref:**  
**Email:** [REDACTED]  
**Date:** 12 July 2024



PO Box 241  
Droitwich  
Worcestershire  
WR9 1DW

For the attention of Ian Kemp (Programme Officer)

Dear Mr Kemp

## **LEWISHAM LOCAL PLAN EXAMINATION – LEWISHAM SHOPPING CENTRE**

Landsec attended the Matter 17 – ‘Lewisham’s Central Area (‘LCA’) Spatial Objectives and Site Allocations’ hearing session on 9 July to discuss LCA 02 – ‘Lewisham Shopping Centre’.

At the hearing session, the Lewisham House No 1 representatives commented that the Lewisham House site was deliverable without third party consent, whereas the Landsec masterplan proposals were not.

As we stated in the hearing session we disagree on that point. As evidence, please see attached letter from Landsec’s legal advisors Eversheds Sutherland (International) LLP, summarising the position.

While we agree that under the long leasehold Lewisham House may change the use of the building subject to planning, the works of redevelopment are practically impossible in our view as:

- The Lewisham House interest is landlocked within Landsec’s land save the entry point of the vacant office building and does not extend beyond the footprint of the building. Lewisham House has reserved rights across Landsec’s land for the purpose of repairing, inspecting or maintaining Lewisham House but this does not extent to rights of access to carry out a redevelopment.
- Lewisham House have no rights to erect scaffolding on Landsec’s land for the purposes of redevelopment so any development of substance which included works to the exterior could not feasibly be carried out without Landsec’s consent.
- Lewisham House have no rights to bring construction vehicles, materials, equipment or workers across Landsec’s land for the purposes of redevelopment.





Landsec's legal advice is that this renders any construction works of significance, especially to the exterior of the building, unable to be delivered without Landsec granting new rights over their land, which they are not required to do.

Landsec provided this advice to Lewisham House in March 2023 and there has been no reply.

While it is not necessary or appropriate for the details of legal arguments to be assessed as part of Examination in Public, the evidence does show that both proposals for the land on which Lewisham House sits would require the parties to enter into private treaties with each other willingly, or for the Council to exercise their powers in favour of one scheme or the other.

Please do not hesitate to contact me if you have any queries.

Yours sincerely



Matthew Sherwood  
Director



Jon Watson  
Landsec

**Date:** 17 February 2022

**Your ref:**

**Our ref:** [REDACTED]

**Direct:** [REDACTED]

**Email:** [REDACTED]

**BY EMAIL ONLY:** [REDACTED]

Dear Jon

**Lewisham House, Molesworth Street, London ("Lewisham House")**

You have asked us to summarise the key restrictions under the various leases that any developer of Lewisham House would need to consider.

**Previous proposed redevelopments of Lewisham House**

As you are aware, Lewisham House has been the subject of a number of planning applications:

- 15 Jan 2015: approval for the change of use of Lewisham House from Office use to residential (230 Units).
- 03 Jun 2015: approval for the change of use of Lewisham House from Office use to residential (237 Units).
- 20 Dec 2017: approval for the change of use of Lewisham House from Office use to residential (237 Units).
- 10 Feb 2021: approval for the change of use of Lewisham House from Office use to residential (218 Units with 322 cycle spaces).

In addition to obtaining planning permission, any developer of Lewisham House is going to require LS Lewisham Limited's consent to carry out the redevelopment (unless the proposed redevelopment is low level with only minor works) due to the various restrictions contained in the following documents:

- lease of Lewisham House dated 22 June 1990 and made between (1) Riverdale Centre (Two) Limited and Bredero Lewisham (Two) Limited and (2) Citibank N.A ("the Lewisham House Lease");
- lease of rights pertaining to the use of the service deck dated 22 June 1990 and made between (1) Riverdale Centre Limited and Bredero Lewisham Limited and (2) Citibank N.A ("the Service Deck Lease"); and

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- lease of the multi-storey car park dated 22 June 1990 and made between (1) Riverdale Centre Limited and Bredero Lewisham Limited and (2) Citibank N.A. ("the Multi-Storey Lease")

(together "**the Leases**")

In light of this, LS Lewisham Limited has previously been approached for consent to various redevelopment proposals:

- October 2013- Citibank engaged with Landsec in relation to redeveloping Lewisham House for residential use.
- February 2015- Joseph Homes approached Landsec in relation to the proposal to redevelop Lewisham House into a school.
- July 2015- the Fitzroy Group made a formal application for the consents required to undertake a wholesale redevelopment of Lewisham House to change it from its current use as an office building to a residential development consisting of circa 250 to 270 residential units.
- May 2018- Sheen Lane Developments made a formal application for the consents required to convert Lewisham House to residential apartment and 1-2 additional stories to the existing structure.

As you know, no successful redevelopment of Lewisham House has ever commenced and the permitted use for Lewisham House remains as a high-class office. We have provided you with specific advice and, as appropriate, sought advice from Counsel in relation to the various redevelopment proposals and the planning applications mentioned above.

### **The restrictions on carrying out a redevelopment of Lewisham House**

The Leases grant the tenant (i.e. owner) of Lewisham House certain rights. However, these are carefully restricted so that they do not interfere with the operation of the Lewisham Centre and the surrounding land owned by LS Lewisham Limited. Any developer would not be able to simply commence a redevelopment without first engaging with you to address these issues and we have summarised some of the key development blockers contained in the Leases below:

1. The tenant of Lewisham House has access rights over LS Lewisham Limited's adjoining land for the purpose of repairing, inspecting and maintaining the Lewisham House (subject, of course, to appropriate notice being provided). However, no rights have been granted over the adjoining land (service deck, car park or ramp) to carry out works of development, alteration or rebuilding to Lewisham House. The tenant cannot therefore carry out these types of works without LS Lewisham Limited's consent, in their absolute discretion.
2. The rights of access granted do not permit the tenant to place (on a temporary or permanent basis) any plant or equipment (including scaffolding) on your adjoining land. Given that Lewisham House abuts the service deck and Lewisham Centre, in our view, a redevelopment of Lewisham House could not feasibly be carried out without further rights being granted by you, again this is entirely in your discretion and there is no requirement to act reasonably in that regard.
3. The Service Deck Lease only grants the tenant of Lewisham House the right to use the service deck for the purpose of delivery and collection of goods to and from Lewisham House and/or for the purposes of collection of refuse from Lewisham House. As such, any developer of Lewisham House will not be able to utilise the service deck for the delivery of goods or materials pertaining to any redevelopment and is not able to store plant or machinery on the service deck (even on a temporary

basis). Again, making any development of Lewisham House extremely difficult based on the current rights that have been granted. As above you are under no obligation to act reasonably in granting any further rights required to facilitate the redevelopment)

4. The tenant of Lewisham House has a right to pass and repass over the service deck but this is on foot and for the purposes of escape from Lewisham House in emergencies only and cannot be used for the any purpose including any connected with the redevelopment of Lewisham House. In addition, a tenant of Lewisham House cannot exercise the rights granted by the Service Deck Lease to use the service deck with greater frequency or with a larger number of vehicles or persons or otherwise to increase its use beyond the degree which would be appropriate (whether or not Lewisham House is in fact so used) to Lewisham House being used as an office building in the occupation of a single occupier as the headquarters of that occupier's business which prevents the service deck from being utilised for construction traffic.
5. Pursuant to the Multi-Storey Lease, the tenant of Lewisham House can only use the multi-storey car park to park private motor cars - limited to those employed at or visiting Lewisham House. There are no rights to park for any other purposes and the multi-storey car park cannot be used by construction traffic.

#### **Restrictions after the completion of any development**

If a developer was able to obtain planning permission to convert Lewisham House for residential use or student accommodation, then upon completion of the development the residents of Lewisham House would be subject to the restrictions in the Leases. We have highlighted a few of the key restrictions below so you can get a flavour for why these restrictions are at odds with residential use:

- The Multi-Storey Lease provides that the parking rights granted are limited to use by those employed at or visiting Lewisham House. This does not include use of the car park by residential tenants of Lewisham House.
- The Multi-Storey Lease also provides that only 20 car parking spaces are demised to the tenant and that the spaces can only be used between the hours of 7am and 9pm Sunday to Monday, and not at all on Saturdays. As such, any employee or visitor of Lewisham House would not be able to use the car park outside of the permitted hours and so they would not be able to park overnight or over the weekend.
- In addition, a tenant of Lewisham House cannot exercise the rights granted by the Service Deck Lease to use the service deck with greater frequency or with a larger number of vehicles or persons or otherwise to increase its use beyond the degree which would be appropriate (whether or not Lewisham House is in fact so used) to Lewisham House being used as an office building in the occupation of a single occupier as the headquarters of that occupier's business. If the residential occupants of Lewisham House were to use the Service Deck then this would almost certainly result in an intensification of use and a breach of this covenant.
- On a practical level, the Service Deck Lease also does not permit residential tenants bringing removal trucks onto the service deck to facilitate the moving in and out of personal possessions and furniture from the residential apartments.

#### **Summary**

The rights granted to the tenant of Lewisham House under the Leases are restrictive and in our opinion it is highly unlikely that any redevelopment can take place without LS Lewisham's consent. It is worth mentioning, that whilst there are obligations on LS Lewisham Limited within the Leases not to unreasonably withhold or delay in providing consent (e.g. to carry out works affecting the structure of Lewisham House), the above restrictions set out

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above are absolute and it is entirely at your discretion to refuse consent to relax these restrictions – there is no requirement to act reasonably.

We hope the above assists but please let me know if you require any further information in relation to this.

Yours faithfully

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**Eversheds Sutherland (International) LLP**