

DATED

9TH OCTOBER

2001

LANCSVILLE CONSTRUCTION LIMITED

-and-

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

AGREEMENT

Relating to land known as
15 Theobalds Road, London, WC1X
pursuant to Section 106 of the
Town and Country Planning Act 1990
(as amended)

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Ref: CLS/ENV/PXS/C100426.

Tel: 020 7974 1918
Fax: 020 7974 2713

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THIS AGREEMENT is made the

9TH

day of

OCTOBER

2001

BETWEEN:

1. **LANCSVILLE CONSTRUCTION LIMITED** (Co. Regn. No. 2640489) whose registered office is situated at 103/105 Greenford Road, Sudbury, Harrow, Middlesex, HA1 3QF (hereinafter called "the Owner") of the first part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

1. The Owner is registered at HM Land Registry with Title absolute under Title Number NGL 714390 as the Freehold proprietor of the Property.
- 1.1. The Council is the local planning authority for the purposes of the Act.
- 1.2. The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.3. The Planning Application was submitted to the Council on 19th April 2001 and granted permission by the Development Control Sub-Committee on the 28th June 2001 conditionally under reference PSX0104430 and subject to the conclusion of this Agreement.
- 1.4. The Council consider it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act to;
 - (i) procure in any licence, lease conveyance of the Residential Unit forming the Development is car-free and there will be no entitlement to a Residents Parking Permit.
- 1.6. The Council has resolved to grant the Planning Permission upon the Planning Application subject to the conditions set out in the Planning Permission of even date herewith and subject to the covenants undertakings and restrictions herein contained.

1.7 Save for the provisions of Clauses 9.7 9.8 and 9.9 of this Agreement which shall come into effect on the date hereof the Parties hereto intend that this Agreement shall come into effect upon the Implementation Date.

1.8 The Parties save where the context otherwise states shall include their successors in title.

2. DEFINITIONS

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

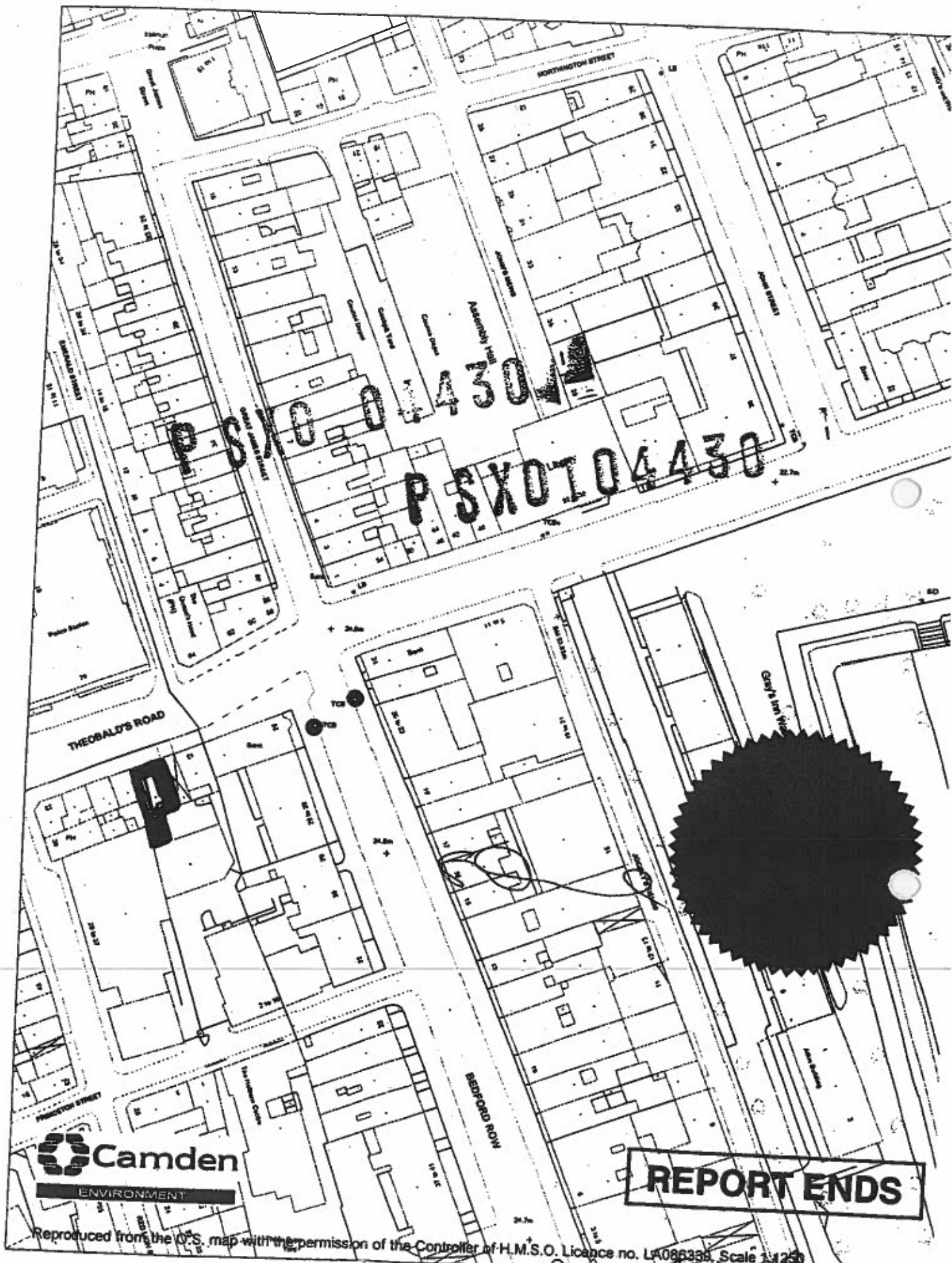
2.1. "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

2.2. "the Agreement" this planning obligation made pursuant to Section 106 of the Act

2.3 "the Development" the demolition of the existing roof and the erection of a mansard roof extension to provide 1 x 2 bed flat as as described in the Planning Application and shown on drawing numbers; 2009/ S01A; 2A; 3A; S204; S201A; S202A; P203A and P202

2.4 "Disabled Persons Badge" a badge in the form prescribed by Regulation 4 of the Disabled Persons (Badges for Motor Vehicles) Regulations 1982 (No. 1740) as substituted by the Disabled Persons (Badges for Motor Vehicles) (Amendment) Regulations 1991 (S.I.1991 No. 2708) issued by a local authority for display on a motor vehicle driven by a disabled person or used for the carriage of disabled persons

2.5 "the Implementation Date" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act



REPORT ENDS

Reproduced from the O.S. map with the permission of the Controller of H.M.S.O. Licence no. LA086338. Scale 1:1250

9/60 *[Handwritten signature]* *[Handwritten signature]*
Theobald's Rd

2.6	"Metered parking Spaces"	parking places provided by virtue of an Order made pursuant to section 35(1)(iii) of the Road Traffic Regulation Act 1984 (as amended and brought in to force by the Parking Act 1989 section (1) and the Parking Act 1989 (Commencement) Order 1990 (S.I. 1990 No. 933 (C.28)
2.7	"the Planning Application"	the planning application in respect of the Property submitted on 19 th April 2001 on behalf of the Owner and given reference number PSX0104430.
2.8	"the Planning Permission"	the planning permission to be granted by the Council for the Development pursuant to the Planning Application substantially in the draft form annexed hereto
2.9	"the Property"	15 Theobalds Road, London, WC1X which for the purposes of identification only is shown edged red on the plan attached hereto
2.10	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act and all notices, correspondence, approvals etc must be sent to the Planning Obligations Monitoring Officer in the manner prescribed at clause 9.6 hereof
2.11	"Parties"	means the Mayor and Burgesses of the London Borough of London ("Council") LancsVille Construction Ltd ("the Owner")
2.12	"Residents"	means all future residents occupying the Residential Unit
2.13	"Residents Parking Bay"	a parking place designated in an order under Section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the locality

- 2.14. "Residents Parking Permit" a Parking Permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Permitted Residents Parking Bay
- 2.15. "Residential Unit" means the 1 x 2 bed flat to be provided as part of the Development

NOW THIS DEED WITNESSETH as follows:-

3. This Agreement is entered into pursuant to Section 106 of the Act, and constitutes a planning obligation for the purposes of the said Section 106 as aforesaid, and shall be enforceable by the Council against the Owner and against any person deriving title to the Property from the Owner
4. It is hereby agreed between the Parties that save for the provisions of clauses 9.7, 9.8 and 9.9 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date
5. The Council hereby agrees to issue the Planning Permission on the date hereof

RELEASE

6. No person company or other entity shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property 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

LAPSE

7. If the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Owner) in the case of any of the above is modified by a properly exercised statutory procedure or expires before it has been implemented this Agreement shall cease to have effect

THE OWNER'S OBLIGATIONS

8. **THE OWNER** hereby covenants with the Council:-

In consideration of the grant by the Council of the Planning Permission arising from the Planning Application the Owner hereby agrees with the Council as follows:-

NOTICE TO COMMENCE DEVELOPEMNT

- 8.1. to notify the Planning Obligations Monitoring Officer in the manner described at clause 9.6 below that the Implementation Date has commenced or is about to commence

NON ENTITLEMENT TO PARK

- 8.2. that prior to any Resident occupying the Residential Unit to procure in any licence transfer lease or tenancy agreement with the Owner (or its successors in title) in respect of the Residential Unit every Resident shall be informed that it is Council policy they **SHALL NOT** be entitled (unless they are or become or are entitled to be a holder of a Disabled Person's Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) subject at all times to the Council's right to require proof of such entitlement) to be granted a Residents Parking Permit to park a motor vehicle in a Residents Parking Bay or to buy a contract to park in any car park space owned, controlled or licensed by the Council within the locality of the Development (save Metered Parking Spaces).

NOTICE OF READINESS

- 8.3 To certify to the Planning Obligations Monitoring Officer in the manner outlined at clause 9.6 hereof the date upon which the Residential Unit is ready for occupation

OCCUPATION

- 8.4 Not to occupy or use or permit occupation or use of any part of the Development until such time as the obligation in clause 8.2 above has been satisfied.

PERFORMANCE OF OBLIGATIONS

- 8.5. The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

9. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

INDEMNIFICATION

- 9.1. The Owner shall indemnify the Council for any reasonable and proper expenses or liability arising to the Council in respect of a material breach or breaches by the Owner of any of its obligations contained therein.
- 9.2. Such indemnity shall not apply to any action cost claim demand liability charge or expense what so ever arising or which may arise out of or to be incidental to any negligent act or commission or default or otherwise on the part of the Council its employees or agents.
- 9.3. The Council shall notify the Owner forthwith upon receipt of any claim demand cost or liability.
- 9.4. The Council shall not accept or settle any such claim without the prior approval of the Owner as to the validity of such claim and the terms and quantum of any such settlement.

NON FETTER OF COUNCIL'S POWERS

- 9.5. Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

SERVICE OF NOTICE

- 9.6. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Monitoring Officer, quoting planning reference **PSX0104430** Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 8EQ and in the case of notice or approval to the Owner shall be addressed to its registered offices for the time being.

REGISTRATION OF CHARGE

- 9.7. Agreement shall be registered as a Local Land Charge.
- 9.8. The Owner hereby covenants with the Council that the Owner will within 28 days from the date hereof lodge its Land or Charge Certificates in relation to the Property with HM Land Registry and the Owner shall apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the Property.

PAYMENT OF LEGAL FEES

- 9.9. The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

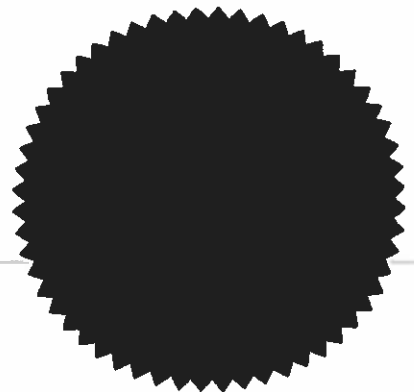
CONSENTS/APPROVALS

- 9.10. Where any confirmation agreement consent permission or other approval is to be given by any party or person under this Agreement the same shall only be valid if given in writing and shall not be unreasonably withheld or delayed.

IN WITNESS whereof the Parties hereof have caused their respective Common Seals to be affixed the day and year first above written.

THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN
was hereunto affixed
in the presence of:-

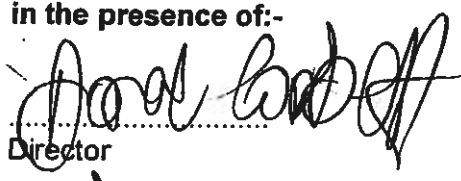
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Authorised Signatory

THE COMMON SEAL OF
LANCSVILLE CONSTRUCTION LIMITED
was hereunto affixed
in the presence of:-

)
)
)
)


.....
Director


.....
Director/Secretary