

DATED

15 July

2010

**(1) RICHARD MERVYN NIGHTINGALE**

and

**(2) JOSEPHINE WRIGHT**

and

**(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
63 Judd Street, London WC1H 9QT  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5826  
Fax: 020 7974 2962

CLS/DR/1685.589

THIS AGREEMENT is made the 15th day of July 2010

**B E T W E E N:**

1. **RICHARD MERVYN NIGHTINGALE** of 61 Judd Street, London WC1H 9QT (hereinafter called "the Freeholder") of the first part
2. **JOSEPHINE WRIGHT** of 63 Judd Street, London WC1H 9QT (hereinafter called "the Lessee") of the second 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 third part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL547913 subject to a lease to the Lessee.
- 1.2 The Lessee is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL612767.
- 1.3 The Freeholder and the Lessee (hereinafter referred to as "the Owner") are the interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 20 May 2010 and the Council resolved to grant permission conditionally under reference number 2010/2446/P subject to the conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" Renewal of extant planning permission ref: 2007/0452/P approved on the 30/08/2007 (for change of use from coffee shop (Class A1) to residential use (Class C3)) as shown on drawing numbers Site Location Plan; Pa-011; 020 Rev A; 022
- 2.4 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.5 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council and the Owner

- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 20 May 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/2446/P subject to conclusion of this Agreement
- 2.8 "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 to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 63 Judd Street, London WC1H 9QT the same as shown shaded grey on the plan annexed hereto
- 2.11 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.12 "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 Residents Parking Bays

**NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of 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.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/2446/P the date upon which the Development will be ready for Occupation.
- 5.3 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.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement 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 Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/2446/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 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.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 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.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

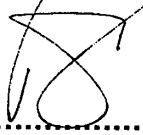
- 9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.



IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder and the Lessee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
RICHARD MERVYN WRIGHT  
in the presence of:

)  
)  
)  
)  
)  
)

 Elissa Schlanker  
.....

**Witness Signature**

**Witness Name:** ELISSA SCHLANKER

**Address:** 35 PARK COURT, HARLOW CM20 2PY

**Occupation:** ADMINISTRATOR

EXECUTED AS A DEED BY  
JOSEPHINE WRIGHT  
in the presence of:

)  
)  
)  
)  
)  
)

 Jane Allion  
.....

**Witness Signature**

**Witness Name:** JANE ALLION

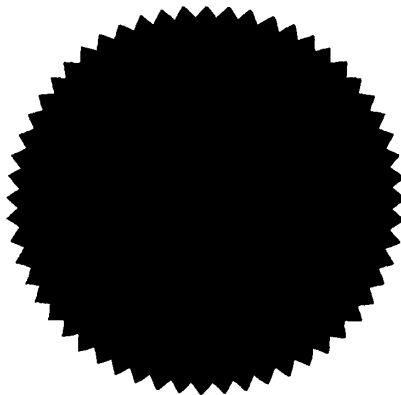
**Address:** 313 Upper Street, Haverhill NI22 0Q

**Occupation:** ESTATE AGENT

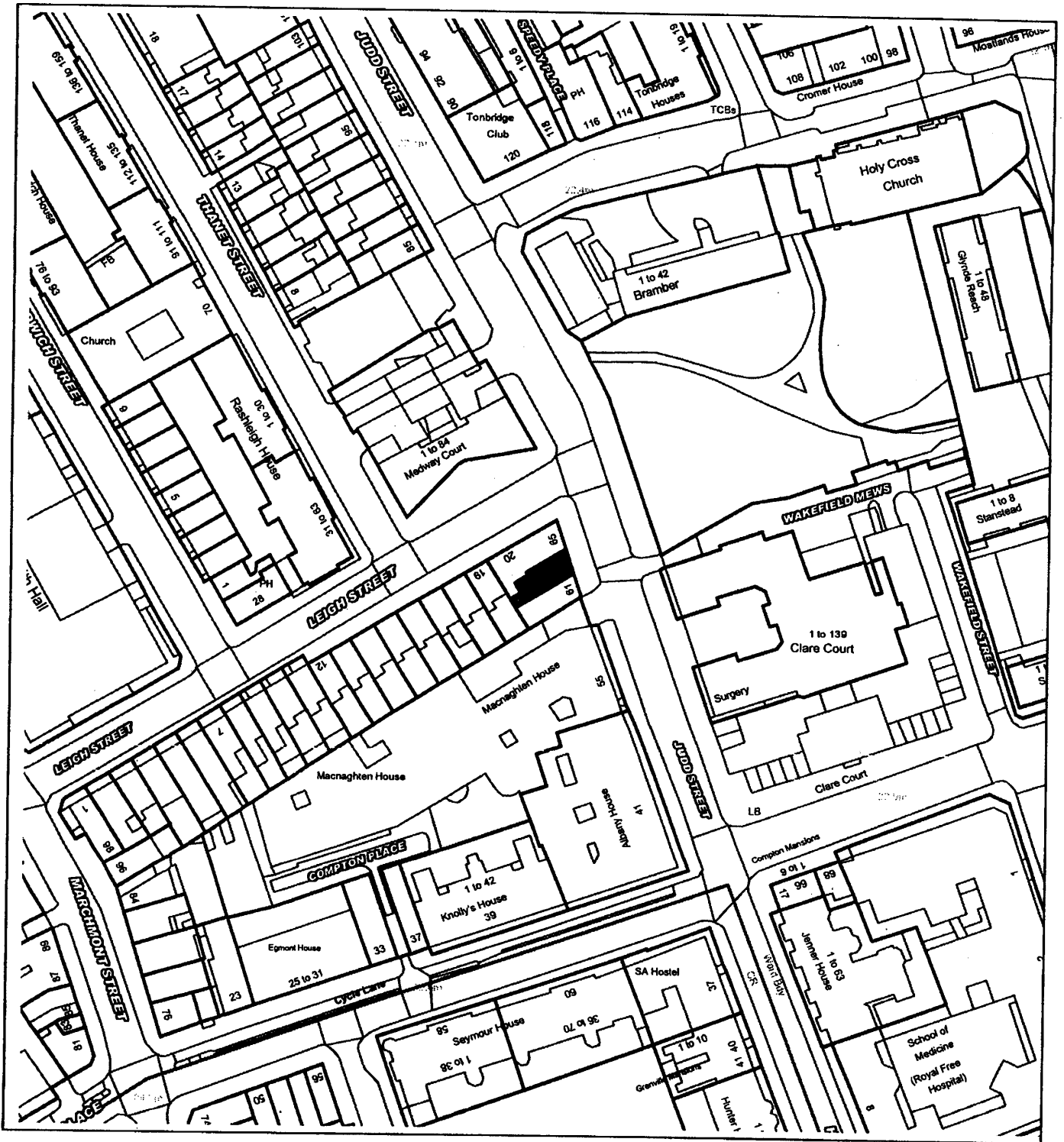
THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-

  
.....

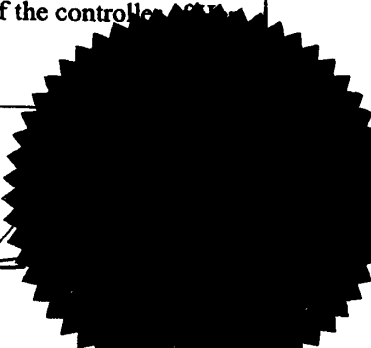
**Authorised Signatory**



# 63 Judd Street, London WC1N 9QT



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Roger Mears Architects  
2 Compton Terrace  
London, N1 2UN

Application Ref: **2010/2446/P**  
Please ask for: **Jennifer Walsh**  
Telephone: 020 7974 3500

Dear Sir/Madam

**DRAFT**  
DECISION

Town and Country Planning Acts 1990 (as amended)  
Town and Country Planning (General Development Procedure) Order 1995  
Town and Country Planning (Applications) Regulations 1988

**Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**63 Judd Street**  
London  
**WC1H 9QT**

**DECISION**

**Proposal:**

Renewal of extant planning permission ref:2007/0452/P approved on the 30/08/2007 (for change of use from coffee shop (Class A1) to residential use (Class C3))  
Drawing Nos: Site Location Plan; Pa-011; 020 Rev A; 022

The Council has considered your application and decided to grant permission subject to the following condition(s):

**Conditions and Reasons:**

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

**Reason:** In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans Pa-011; 020 Rev A; 022

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 You are advised that this grant of planning permission authorises the material change of use of the ground floor only. Any internal or external alterations may require formal applications for listed building consent and/or planning permission as appropriate.
- 2 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to this development are covered by the Heads of Terms of the legal agreement and are available for the attention of the Planning Obligations Officer, Site Planning, Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8E.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), H1 (New Housing), H7 (Lifetime homes and wheelchair housing), B6 (Listed buildings), B7 (Conservation areas), T1 (Sustainable transport), T8 (Car free housing and car capped housing), T9 (Impact of parking) and R7C (Local shops). For further details and a full list of the reasons for the granting of this planning permission, please refer to the Local Plan.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

DATED

15 July

2010

**(1) RICHARD MERVYN NIGHTINGALE**

and

**(2) JOSEPHINE WRIGHT**

and

**(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**AGREEMENT**  
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Act 1990 (as amended)

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