

DATED

7 July

2010

RRAB
[Signature]

(1) PETER RICHARD ALLEYNE BAKER, HERBERT KEITH EMERSON and LES HUTCHINSON

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

relating to land known as

Ruspini House, 20-24 Parker Street, London WC2B 5PH
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/DR/1685.478

THIS AGREEMENT is made the 10 day of July 2010

BETWEEN:

1. **PETER RICHARD ALLEYNE BAKER, HERBERT KEITH EMERSON and LES HUTCHINSON** of 31 Great Queen Street, London WC2B 5AG (hereinafter called "the Owner") of the first part
2. **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

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL554193.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 1 February 2010 and the Council resolved to grant permission conditionally under reference number 2009/5944/P subject to conclusion of this legal Agreement.
- 1.4 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.
- 1.5 The Council is the Highway Authority for the purposes of the Highways Act 1980 and considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.

- 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" the erection of in-fill mansard roof extension at fourth floor level to provide additional living accommodation and the installation of windows at ground floor level on front elevation (in association with removal of garages and creation of additional living accommodation) to existing student accommodation (Sui Generis) as shown on drawing numbers Site location plan, D3619/002/01, D3619/002/02, D3619/102/02; D3619/102/03, D3619/101/01, D3619/001/01, D3619/001/02 rev A, D3619/001/03, D3619/102/04, D3619/102/05
- 2.4 "the Highways Contribution" the sum of £3,132.29 (three thousand one hundred and thirty two pounds and twenty nine pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement
- 2.5 "Highways Works" works to the public highway and associated measures in the vicinity of the Property such works to include the repaving of the existing two vehicular crossovers as continuous footway all

works will be subject to final measure and any level adjustment required

2.6 "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

2.7 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.8 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.9 "the Parties"

mean the Council and the Owner

2.10 "the Planning Application"

a planning application for the Development submitted to the Council and validated on 1 February 2010 for which a resolution to grant permission has been passed conditionally under reference number 2009/5944/P subject to conclusion of this Agreement

2.11 "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

- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as Ruspini House, London WC2B 5PH the same as shown edged in red on the plan annexed hereto
- 2.14 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2 Prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.6 If the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

5. OBLIGATIONS OF THE COUNCIL

5.1 The Council will only use the Highways Contribution as payment towards the Highways Works and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs.

- 5.2 On completion of Highway Works the Council may provide to the Owner a certificate specifying the Certified Sum.
- 5.3 If the Certified Sum is less than the Highways Contribution then the Council will within 14 days of the issue of the said Certificate refund to the Owner the unexpended portion of the Highways Contribution.
- 5.4 If the Council does not expend the Highways Contribution within a period of three years from the date of notification of the completion of the Development in accordance with clause 6.2 below the Council will refund the Highways Contribution to the Owner.

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

- 6.1 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.
- 6.2 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 2009/5944/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.

- 6.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2009/5944/P.
- 6.6 Payment of the Highways Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM506ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 6.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment

or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 6.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 7.1 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 2009/5944/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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 Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
PETER RICHARD ALLEYNE BAKER)
in the presence of:)



Witness Signature

Witness Name

Ms LINDA ANN WALKER

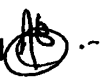
Address

11 BEECHWOOD GARDENS, RAINHAM, RM13 9HU

Occupation

PERSONAL ASSISTANT

EXECUTED AS A DEED BY)
HERBERT KEITH EMERSON)
in the presence of:)






Witness Signature

Witness Name

Miss Kerry Whitford

Address

33 Wyngates, Linslade, Beds LU7 2LD

Occupation

Senior Policy Adviser

(Continuation of Section 106 Agreement in relation to Ruspini House, 20-24 Parker Street,
London WC2B 5PH)

EXECUTED AS A DEED BY
LES HUTCHINSON
in the presence of:

)
)
)




.....
Witness Signature

Witness Name MS LINDA ANN WALKER

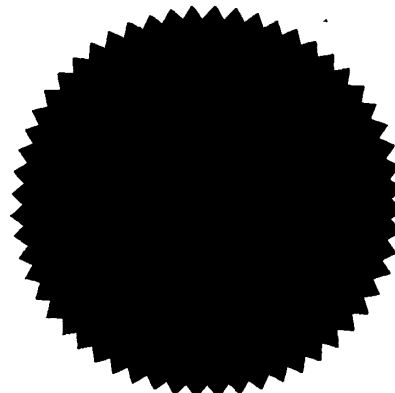
Address 11 BEECHWOOD GARDENS, RAINHAM RM13 9HU

Occupation PERSONAL ASSISTANT

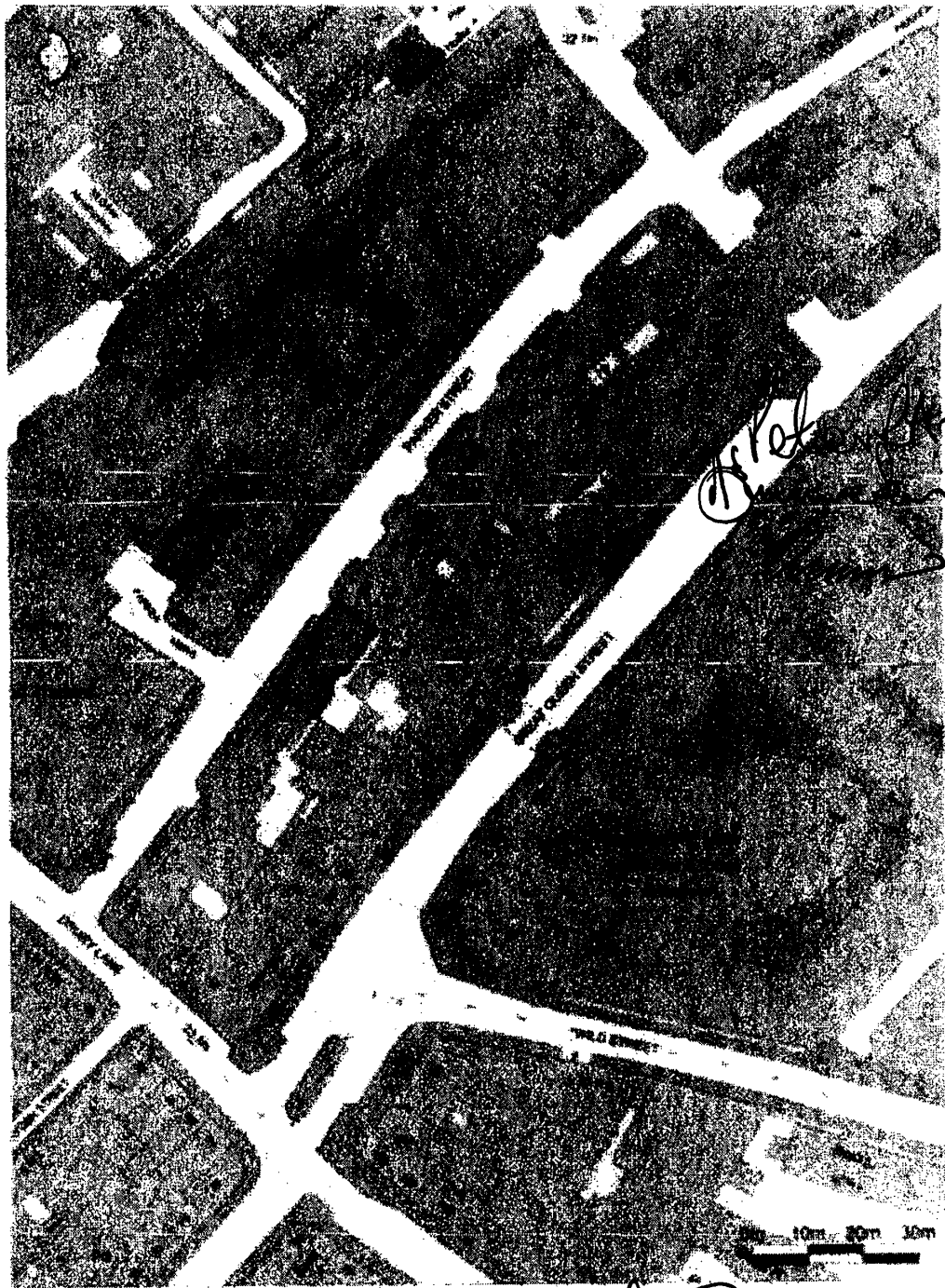
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

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)
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.....
Authorised Signatory

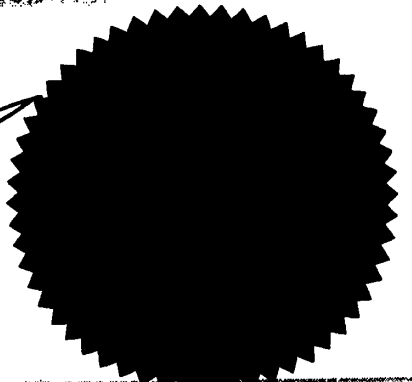


Ruspini House, 28-24 Parker Street, London, WC2B 5PH



Baker.

Handwritten signature



Gould & Company
Hamilton House
Mabledon Place
London
WC1H 9BB

Application Ref: **2009/5944/P**

29 March 2010

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Ruspini House
20 - 24 Parker Street
London
WC2B 5PH

Proposal:

DECISION
Erection of in-fill masonry extension to four floor existing building to provide additional living accommodation and the installation of windows at ground floor level on front elevation (in association with removal of garages and creation of additional living accommodation) to existing student accommodation (Sui Generis).

Drawing Nos: Site location plan, D3619/002/01, D3619/002/02, D3619/102/02; D3619/102/03, D3619/101/01, D3619/001/01, D3619/001/02 rev A, D3619/001/03, D3619/102/04, D3619/102/05.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan, D3619/002/01, D3619/002/02, D3619/102/02D3619/102/03, D3619/101/01, D3619/001/01, D3619/001/012 rev A, D3619/001/03, D3619/001/02, D3619/001/03, D3619/102/04, D3619/102/05.

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Building Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting permission. [Delegated]

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 SD1 (Quality of life), SD6 (Amenity for occupiers and neighbours), B1 (General design principles), B3 (Alterations and extensions),

B7 (Conservation areas), T8 (Car free housing and car capped housing), T12 (works affecting highways). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

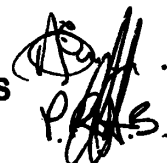
DATED

7th July

2010

(1) PETER RICHARD ALLEYNE BAKER, HERBERT KEITH EMERSON and LES HUTCHINSON

M
K


P.R.A.B.

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(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

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