

DATED

2 June

2009

(1) D'ALTON REY LLP

and

(2) THE ROYAL BANK OF SCOTLAND PLC

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
3-5 QUEEN SQUARE, LONDON WC1N 3AU
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

G:\case files\culture & env\planning\Deborah Riley\3-5 Queen Square 2008-4999-P\Section 106
Agreement
CLS/COM/DR/1685.60
v1

THIS AGREEMENT is made the 2nd day of June .

2009

BETWEEN:

1. **D'ALTON REY (LLP.** Regn. No. OC315822) whose registered office is at 55-59 Shaftesbury Avenue, London W1D 6LD (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. 90312) ~~of 4th Floor, Argyll House, 246 Regent Street, London W1B 3PB~~ (hereinafter called "the Mortgagee") of the second part *whose Registered office is at 36 St Andrew Square, Edinburgh EH2 2YC and whose address for service is 240 Dalmatian, PO Box 239, Manchester M60 2AH*
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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 302880, 167059, 267706 subject to a charge to the Mortgagee dated 30 July 2007.
- 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 24 October 2008 and the Council resolved to grant permission conditionally under reference number 2008/4999/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.

- (i) a statement concerning the construction of the Development to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings on the Property
- (ii) effects on the health and amenity of local residences site construction workers local businesses adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (v) sizes of all vehicles and the schedule of when they will need access to the site;
- (vi) swept path drawing for the vehicle routes for all vehicles sizes;

- (vii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;
- (viii) details of proposed parking bays suspensions and temporary traffic management orders;
- (ix) the proposed working hours;
- (x) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (xi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.7 "the Development"

the part change of use and works of conversion from Office (Class B1) to residential (Class C3) at third to fifth floors to provide 1x 1 bed unit, 1x 2 bed unit, 1x 3 bed unit and 1x 4 bed unit, rear extensions at basement to fifth floor level including the erection of balconies to the rear elevation and other associated works as shown on drawing numbers Site Location Plans 2248-0500 P01; 2248-0501 P01; drawing numbers 2248-0001-P02; 0002- P02; 0003-P02; 0004-P02; 0005-P02; 0006-P02; 0007-P02; 0008-P02;

0009-P02; 0010-P02; 0015-P02; 0016-P02;
0020-P02; 0021-P02; 0022-P02; 0023-P02;
0510-P02; 0511 P02; 0512-P02; 0513-P03;
0514-P03; P0515-P02; 0516-P02; 0517-P02;
0518-P02; 0530-P02; 0531-P02; 0535-P02;
0536-P02; 0540-P02; 0541-P02; 0542-P02;
0543-P02

2.8 "the Highways
Contribution"

X the sum of £8,825.00 (Eight thousand eight X
hundred and twenty-five pounds) to be paid by
the Owner to the Council in accordance with the
terms of this Agreement and to be applied by
the Council in event of receipt for the carrying
out of works to the public highway and
associated measures in the vicinity of the
Property being such works as are necessary to
reinstate any damage occasioned to the
highway by the carrying out of the
Development including the repaving of
vehicular crossover ("the Highways Works") and
all works will be subject to final measure and
any level adjustment required 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

2.9 "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

- 2.10 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.11 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council the Owner and the Mortgagee
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24 October 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/4999/P subject to conclusion of this Agreement
- 2.14 "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
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 3-5 Queen Square, London WC1N 3AU as the same as shown shaded grey on the plan annexed hereto

- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.18 "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
- 2.19 "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
- 2.20 "the Service Management Plan" a plan for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle and car conflicts and damage to amenity arising from such servicing and deliveries

3. **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 HIGHWAYS CONTRIBUTION

4.1.1 On or prior to Implementation to:-

- (i) Pay to the Council the Highways Contribution in full; and
- (ii) Submit to the Council the Level Plans for approval.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.1.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.1.4 On completion of the Highway Works the Council may provide to the Owner a certificate with detailed specifications of works undertaken and specifying the sum

("the Certified Sum") expended by the Council in carrying out the Highway Works.

- 4.1.5 If the Certified Sum 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.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.
- 4.2.2 Not to Implement or allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan as approved from time to time and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.3 SERVICE MANAGEMENT PLAN

- 4.3.1 On or prior to Occupation following full consultation with members of the public living in the vicinity of the Property and at its own expense prepare a draft Service Management Plan.
- 4.3.2 On or prior to the Occupation Date submit to the Council for approval the Service Management Plan prepared after consultation showing the extent and method of public consultation and comment.
- 4.3.3 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the draft Service Management Plan.

- 4.3.4 To comply at all times with the Service Management Plan as approved by the Council from time to time and not to permit Occupation of the Development otherwise than in accordance with the Service Management Plan and in the event of any material breach of the Service Management Plan to remedy such breach forthwith and in the event of non-compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.4 CAR FREE DEVELOPMENT

- 4.4.1 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.
- 4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently.
- 4.4.3 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 4.4.1 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 2008/3161/P the date upon which the Development is 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.
- 5.5 Payment of the 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 ZM605ZL065 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.
- 5.6 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.

- 5.7 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

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

- 5.8 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

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 2008/3161/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 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.
- 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 the Mortgagee 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.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said

obligations only in the event that it becomes a mortgagee in possession of the Property.

8. RIGHTS OF THIRD PARTIES

8.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
D'ALTON REY
acting by its authorised members

)
)
)
)


.....

S d'Alton


.....


Ian Rey

EXECUTED AS A DEED BY
THE ROYAL BANK OF SCOTLAND PLC
in the presence of:-

Signed and Delivered as a deed
for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC
by a duly authorised Authority

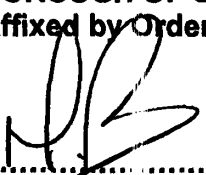
In the presence of: Gordon SMITH RITTEN

.....
Witness' Signature-Bank Employee

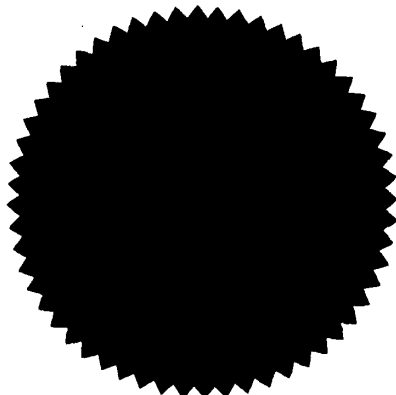

Gordon SMITH RITTEN
December 2002
Ritten 300000787/07
311858 / REC / mac

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

)
)
)
)


.....

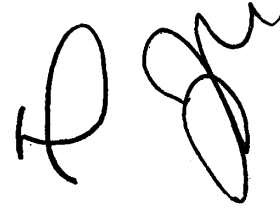
Authorised Signatory



3 - 5 Queen Square, London WC1N 3AU



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.



Jestico & Whiles
1 Cobourg Street
LONDON
NW1 2HP

Application Ref: 2008/4999/P

5 February 2009

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:
3 - 5 Queen Square
London
WC1N 3AU

Proposal:

Part change of use and works conversion from Class 1 Residential (Class C3) at third to fifth floors to provide for a further 1x 2-bed unit, 1x 3-bed unit and 1x 4-bed unit, rear extensions at basement to fifth floor level including the erection of balconies to the rear elevation and other associated works.

DECISION

Drawing Nos: Site Location Plans 2248-0500 P01; 2248-0501 P01; Drawing numbers 2248-0001-P02; 0002-P02; 0003-P02; 0004-P02; 0005-P02; 0006-P02; 0007-P02; 0008-P02; 0009-P02; 0010-P02; 0015-P02; 0016-P02; 0020-P02; 0021-P02; 0022-P02; 0023-P02; 0510-P02; 0511 P02; 0512-P02; 0513-P03; 0514-P03; P0515-P02; 0516-P02; 0517-P02; 0518-P02; 0530-P02; 0531-P02; 0535-P02; 0536-P02; 0540-P02; 0541-P02; 0542-P02; 0543-P02.

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 details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 A 1.8 metre high screen, details of which shall have been submitted to and approved by the Council, shall be erected at the Cosmo Place end of each of the balconies at second, third, fourth and fifth floor levels prior to the occupation of any of the residential units and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/ S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Notwithstanding the works hereby approved, details of grey/brown roof areas should be submitted to and approved by the local planning authority before the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies N5 and SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and Camden Planning Guidance 2006.

- 5 Full details of the proposed barrier in the side access at ground floor level shall be submitted to and approved by the Council prior to the commencement of works and shall be permanently retained thereafter in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Prior to the commencement of works details of 4 cycle storage spaces to be

provided on site shall be submitted for the approval of the Council. The cycle storage shall thereafter be retained and maintained in accordance with the approved details.

Reason: To ensure that adequate cycle parking is provided on site in line with policy T3 Pedestrians and cycling of the London Borough of Camden Replacement Unitary Development Plan, June 2006.

Informative(s):

1 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 2, 3, 5, 7, H8, B1, B3, B6, B7, T3, T8 and T9. For a more detailed understanding of the reasons for the granting of this planning permission please refer to the officers report.

2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings 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).

3 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 hours at weekends and on Sundays and Public Holidays. You should consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, Camden, EC1A 3EG, Tel: 020 7974 2090 or by email env.health@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.

4 Please note that the permission hereby approved does not authorise any plant or machinery. Any plant to be installed in the proposed plant area at rear basement level, and any other proposed plant would be subject to separate applications where necessary.

5 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 the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.

6 You are advised that the areas of hard landscaping (paving areas) should be made of porous materials or provision should be made to direct run off water from the hard surface to a permeable or porous area or surface within the curtilage of the

building.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED

2 June

2009

(1) D'ALTON REY LLP

and

(2) THE ROYAL BANK OF SCOTLAND PLC

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

3-5 QUEEN SQUARE, LONDON WC1N 3AU

**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**

**G:\case files\culture & env\planning\Deborah Riley\3-5 Queen Square 2008-4999-P\Section 106
Agreement
CLS/COM/DR/1685.60
v1**