

DATED 21 October

2009

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

and

(2) LAKEHOUSE CONTRACTS LIMITED

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
Windmill, New North Street,
London, WC1N 3PG
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 1918
Fax: 020 7974 2962

THIS AGREEMENT is made the 01st day of October 2009

BETWEEN:

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Owner") of the first part

2. **LAKEHOUSE CONTRACTS LIMITED** (Co. Regn. No. 02603357) whose registered office is at 1 King George Close, Romford Essex, RM7 7LS (hereinafter called "the Applicant") of the ^{Second} ~~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 ~~third~~ ^{fourth} 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 Number NGL18120.

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 by the Applicant to the Council and validated on 24 June 2009 and the Council resolved to grant permission conditionally under reference number 2009/2224/P subject to the 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and for the avoidance of doubt, as long as The Mayor and Burgesses of the London Borough of Camden is the Owner, it shall not be bound by the obligations and covenants herein in that capacity but any successor in title to The Mayor and Burgesses of the London Borough of Camden as Owner shall be jointly and severally bound by the obligations and covenants herein with the Applicant .

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 Building Contract" | the NEC Design and Build Contract made between (1) the Owner and (2) the Applicant dated 1 October 2008 relating to works being undertaken at the Property |
| 2.4 | "the Development" | Retention of six temporary containers within the car park area, in connection with storage of materials for planned works to associated residential blocks as shown on drawing numbers Site Location Plan, P103 Rev B, as received 19/08/09; P105; P106 Rev A; Holborn Satellite Compound Traffic Management Plan Amendment A |

- 2.5 "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
- 2.6 "the Parties" mean the Council and the Applicant
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24 June 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/2224/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 and buildings known as Windmill, New North Street, London WC1N 3PG the same as shown shaded grey on the plan annexed hereto
- 2.11 "Traffic Management Plan" the plan submitted as part of the Planning Application and titled "Holborn Satellite

Compound Traffic Management Plan
Amendment A" attached at Schedule 1

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 and issue 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

4.1 TRAFFIC MANAGEMENT PLAN

- 4.1.1 Following the Implementation Date the Owner shall procure that the Applicant shall not carry out the Development other than in strict accordance with the Traffic Management Plan unless otherwise agreed in writing with the Council.

5. OBLIGATIONS OF THE APPLICANT

- 5.1 The Applicant 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 Following the Implementation Date the Applicant covenants with the Owner that it shall not carry out the Development other than in strict accordance with the Traffic Management Plan unless otherwise agreed in writing with the Council.
- 5.3 The Applicant 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 Applicant shall comply with any reasonable requests of the Council to have reasonable access to any part of the Property or any reasonable requests to provide documentation within the Applicant's possession (at the Applicant's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Applicant agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned in clause 5 of this Agreement 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 Applicant 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 2009/2224/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 Applicant 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 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.
- 6.5 Neither the Applicant 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 following the determination of the Building Contract (howsoever determined) but without prejudice to liability for any breach committed prior to the time the Building Contract is determined..

6.6 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.

6.7 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 Applicant) 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. JOINT AND SEVERAL LIABILITY

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

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 and the Owner have caused their respective common seals to be hereunto affixed and the Applicant has executed this instrument as a Deed the day and year first before written

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

.....
Authorised Signatory

EXECUTED AS A DEED BY)
LAKEHOUSE CONTRACTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)


x  x
.....

Director

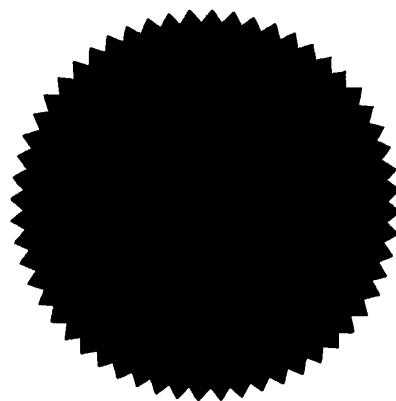
x  x
.....

Director/Secretary

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


.....

Authorised Signatory



SCHEDULE 1
TRAFFIC MANAGEMENT PLAN

WINDMILL NEW NORTH STREET, LONDON.



Baily Garner LLP
146-148 Eltham Hill
London
SE9 5DY

Application Ref: 2009/2224/P

24 September 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:
Windmill
New North Street
London
WC1N 3PG

Proposal:

Retention of six temporary construction sites for a period of one year in connection with storage of materials for planned works to associated residential blocks.

Drawing Nos: Site Location Plan; P103 Rev B, as received 19/08/09; P105; P 106 Rev A; Holborn Satellite Compound Traffic Management Plan Amendment A.

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 use hereby permitted is for a temporary period only and shall cease one year**

from the date of this permission, at which time the site shall revert to its former lawful use as a car park associated with the residential blocks unless otherwise agreed in writing by the Local Planning Authority.

Reason: The Council would wish to review the permission at the end of the period in the light of experience of the operation of the use, in order to ensure compliance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 2 The use hereby permitted shall not be carried out outside the following times 08:00 to 17:30 Mondays to Fridays. It shall not be carried out at any time on Saturdays, Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 The use of the site shall be for the storage of materials in association with the planned works to associated residential blocks and for no other purposes.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The temporary use of the site as storage area hereby approved shall be carried out in strict accordance with the submitted Traffic Management Plan.

Reason: In order to protect the amenities of the adjoining premises and the area generally in order to ensure the proposed development is carried out in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 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 Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.

- 2 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 SD1, SD2, SD6, B1, T9 and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 3 Without prejudice to any future planning application. the applicant is advised to explore options to screen the visual appearance of the storage containers as part of any revised planning application.
- 4 The applicant is also encouraged to maintain regular contact with the residents groups within the local area.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED 21 OCTOBER

2009

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THE LONDON BOROUGH OF CAMDEN**

and

(2) LAKEHOUSE CONTRACTS LIMITED

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