

DATED 15 JANUARY 2008<sup>9</sup>

**(1) EASTLAKE (WARREN MEWS) LIMITED**

and

**(2) THE ROYAL BANK OF SCOTLAND PLC**

and

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

**AGREEMENT**  
relating to land known as  
**5 & 6 WARREN MEWS, LONDON, W1T 6AP**  
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/COM/KVR/1431.1406

THIS AGREEMENT is made the 15 day of JANUARY 2008<sup>9</sup>

**BETWEEN:**

1. **EASTLAKE (WARREN MEWS) LIMITED** (Co. Regn. No. 6323043) whose registered office is at 70 Charlotte Street, London, W1T 4QG (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. 90312) of PO Box 339, Manchester, M60 2AH (hereinafter called "the Mortgagee") 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

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN70399 subject to a charge to the Mortgagee.
- 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 19 August and the Council resolved to grant permission conditionally under reference number 2008/2720/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 THE ROYAL BANK OF SCOTLAND PLC as Mortgagee under a legal charge registered under Title Number LN70399 and dated 9 October 2007 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

## 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 Application"                         | a planning application in respect of the development of the Property submitted to the Council and validated on 19 August for which a resolution to grant permission has been passed conditionally under reference number 2008/2720/P subject to conclusion of this Agreement; |
| 2.4 | "the Certificate of Practical Completion" | the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction   |

2.8 "the Development"

Change of use of office buildings (Class B1) into residential use (Class C3) including the enlargement of existing basement beneath no.6 to provide a 3-bed single family dwelling house and dividing no. 5 into two self-contained dwelling units and external alterations including insertion of recessed folding doors, new front entrance doors at ground floor level and enlarged windows with Juliet balconies at 2nd floor level as shown on drawing numbers; Drawing Issue Sheet; Supporting Statement; Site Location; 731-P011; 731-P012; 731-P013; 731-P014; 731-P015; 731-P016; 731-P021; 731-P022; 731-P023/A 731-P024; 731-P025; 731-P017/~~731-P018~~/~~731-P019~~/~~731-P020~~/~~731-026/A~~ 731-027/~~731-028~~/~~731-029~~/~~731-030~~/~~731-P031~~; 731-P032; *731-P033; 731-P034*

*etc.*

2.10 "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;

2.11 "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 "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;
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto;
- 2.15 "the Property" the land known as 5 and 6 Warren Mews, London W1T 6AP the same as shown edged in red on the plan annexed hereto;
- 2.16 "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
- 2.17 "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.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 Car Free**

- 4.1.1 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.

- 4.1.2 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.
- 4.1.3 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 2008/2720/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 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.
- 5.6 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/2720/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 or 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**

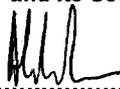
7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee 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 and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/ )  
EXECUTED AS A DEED BY )  
EASTLAKE (WARREN MEWS) LIMITED )  
was hereunto affixed )  
in the presence of:-/ )  
acting by a Director and its Secretary )  
or by two Directors )



.....  
Director



.....  
Director/Secretary

EXECUTED as a Deed  
by THE ROYAL BANK OF  
SCOTLAND PLC  
in the presence of:-

JONATHAN FERRIS

)  
) Stephen Ferris -  
)  


acting by a Director and its Secretary )  
or by two Directors )

.....

Director

.....

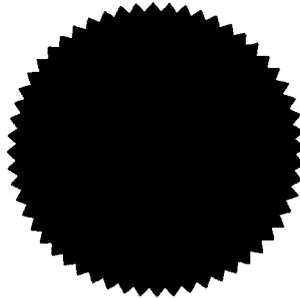
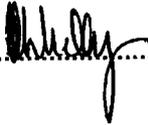
~~Director/Secretary~~ Assistant Director ,

.....

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

.....

Authorised Signatory



5 & 6 WARREN MEWS, LONDON, W1T 6AP



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Brooks Murray Architects  
8-10 Newnorth Place  
London  
EC2A 4JA

Application Ref: **2008/2720/P**

10 October 2008

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:  
**5 & 6 Warren Mews  
London  
W1T 6AP**

Proposal:

**DECISION**  
Change of use of office buildings (Class B) into residential use [2 x 2-bed and 1 x 3-bed] (Class C3) including the improvement of existing buildings no. 6 and dividing no. 5 into two self-contained dwelling units and external alterations including insertion of recessed folding doors, new front entrance doors at ground floor level and enlarged windows with Juliet balconies at 2nd floor level.

Drawing Nos: Supporting Statement; Site Location; 731-P011; 731-P012; 731-P013; 731-P014; 731-P015; 731-P016; 731-P021; 731-P022; 731-P023/A; 731-P024; 731-P025; 731-P017/B; 731-P018/B; 731-P019/A; 731-P020/A; 731-026/A; 731-027/A; 731-028/A; 731-029/A; 731-030/A; 731-P031; 731-P032; 731-P033; 731-P034.

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 Plans and structural calculations, to demonstrate the structural integrity of the highway by the basement enlargement, shall not be otherwise than as those submitted and approved by Camden's highways structural engineers before construction begins on site. The relevant part of the works shall not be carried out otherwise than in accordance with the details as approved.

Reason: To ensure that the structural integrity of the highway will not be jeopardised by the basement enlargement in accordance with policy T12 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 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 S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 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 S1, S2, SD1, SD6, H1, H7, H8, B1, B3, B7, E2, E3, T3, T8, T9 and T12. 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 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.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

DATED 15 JANUARY 2008<sup>7</sup>

**(1) EASTLAKE (WARREN MEWS) LIMITED**

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  
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pursuant to Section 106 of the Town and Country Planning  
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