

DATED

19 SEPTEMBER

2005

(1) HOLBORN LINKS 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

21 BARTER STREET

HOLBORN LONDON WC1A 2AH

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918

Fax: 020 7974 2962

S:\plan\Imm\s106 Agreements\Barter Street 21 (CF, HC, EC)

REF: CLS/COM/LMM/1431.342

THIS AGREEMENT is made the 19th day of SEPTEMBER 2005

BETWEEN:

1. **HOLBORN LINKS LIMITED** (Co. Regn. No. 600416) whose registered office is at New Burlington House 1075 Finchley Road London NW11 0PU (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. 90312) of 135 Bishopsgate London EC2M 3UR (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 HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL778587 subject to a charge to the Mortgagee.
- 1.2 The Owner is the owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application and an Application for Listed Building Consent for the Development of the Property were submitted to the Council and validated on 25 July 2005 and the Council resolved to grant permission and consent conditionally under reference numbers 2005/1075/P and 2005/1076/L respectively, subject to the conclusion of this legal Agreement.
- 1.4 The Council 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 Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Number NGL778587 and dated 14 October 1999 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 for Listed Building Consent" | an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 27 July 2005 for which a resolution to grant consent has been passed conditionally under reference number 2005/1076/L subject to conclusion of this Agreement |
| 2.4 | "the Financial Contributions" | the Education Contribution and the Highways Contribution |
| 2.5 | "the Development" | (i) in respect of the Planning Permission the change of use from training centre (Class D1) to residential (Class C3) to provide 8 x 1-bed 2 x 2-bed and 3 x 3-bed self contained flats as shown on drawing numbers: ME1and ME2; |

2727/D/02/A; 03; 04/D; 05/C; 06; 07/A; 08; 09; 10; 11/C; 12; 13; 14; 15; Report of Structural Implications of Proposed Residential Conversion and Site Location Plan

(ii) in respect of the Listed Building Consent internal and external works to include interior to be stripped out and re-fitted with partitions existing single storey extension to the rear lightwell to be removed re-instatement of window openings secondary glazing to windows existing roof external walls and external joinery to be repaired as required to match existing in association with residential change of use as shown on drawing numbers: ME1 and ME2; 2727/D/02/A; 03; 04/D; 05/C; 06; 07/A; 08; 09; 10; 11/C; 12; 13; 14; 15 Report of Structural Implications of Proposed Residential Conversion and Site Location Plan

2.6 "the Education Contribution"

the sum of £32,906 (thirty two thousand nine hundred and six 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 the event of receipt for the provision of education needs arising in the London Borough of Camden

2.7 "the Highways Contribution"

the sum of £18,911 (eighteen thousand nine hundred and eleven 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 works to the public highway and associated measures in order to improve the pedestrian environment in the vicinity of the Property such

works to include the following ("the Highways Works");:-

- (a) footway widening
- (b) narrowing of carriageway
- (c) parking re-organisation in front of the Development

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

2.8 "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

2.9 "Listed Building Consent"

a listed building consent granted for the Development substantially in the draft form annexed hereto

2.9 "Occupation Date"

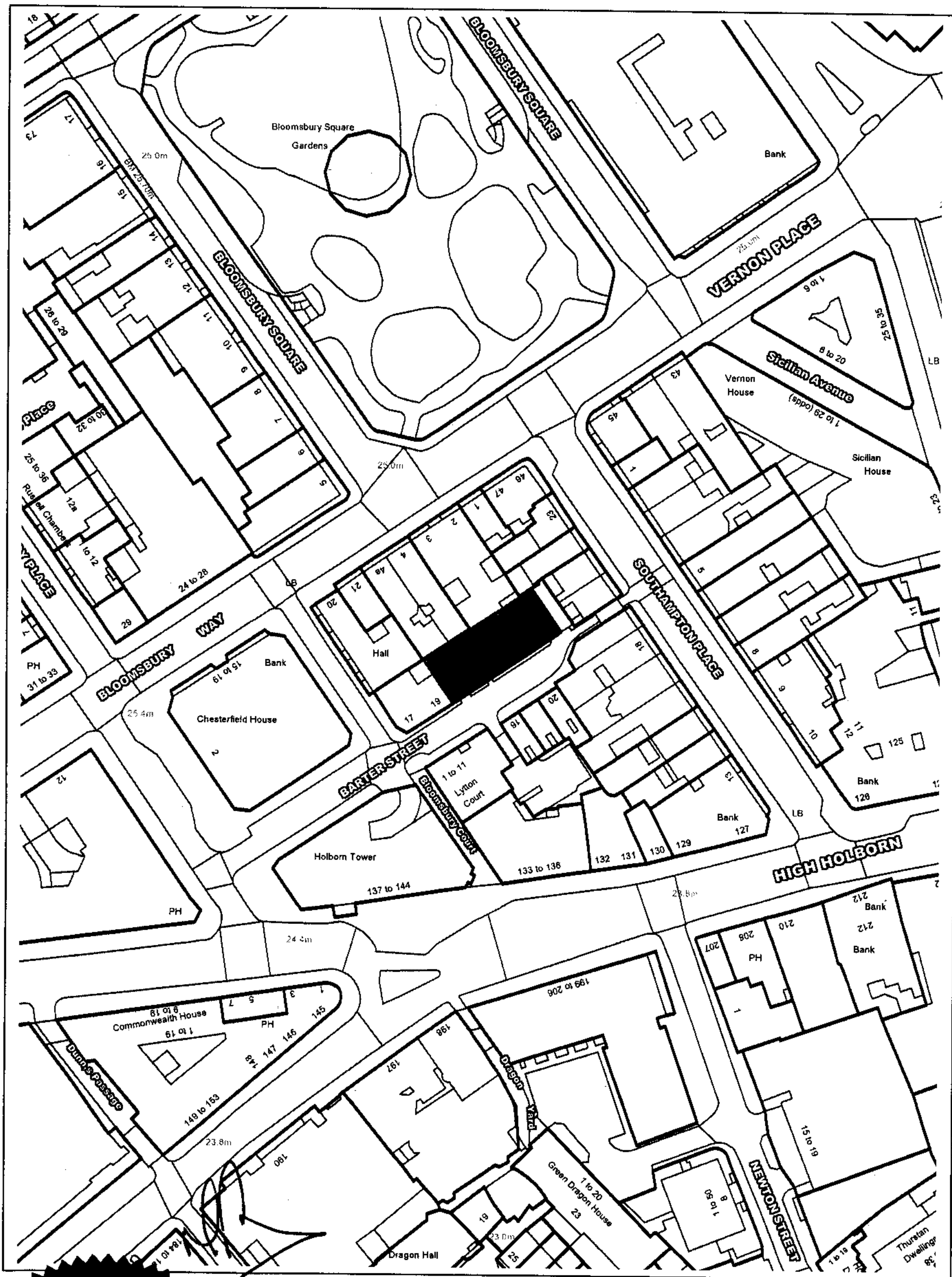
the first date when any part of the Development is occupied and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly

2.9 "the Parties"

mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee

2.3 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the



Application No: 2005/1075/P

21 Barter Street
London
WC1A 2AH

Scale:
1:1250
Date:
16-Sep-05



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Montagu Evans
Premier House
44-48 Dover Street
London
W1S 4AZ

Application Ref: 2005/1075/P

16 August 2005

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:
21 Barter Street
London
WC1A 2AH

DECISION
Proposal:

Change of use from town hall (class 1) to residential (Class 1) to provide 8 x 1 bed, 2 x 2 bed and 3 x 3 bed self-contained flats.

Drawing Nos: Site Location Plan ME1 and ME2; 2727/D/02/A; 03; 04/D; 05/C; 06; 07/A; 08 09; 10; 11/C; 12; 13; 14; 15

Report of Structural Implications of Proposed Residential Conversion.

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 five

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 hereby approved Cycle Storage shall be maintained and retained as shown on drawing 2727/D/04/D. It shall and used for no purpose other than for the storage of cycles of the occupiers and users of the development.

Reason: To ensure the use of alternative transport modes and the amenity of occupying residents in accordance with policies RE2 and TR22 of the London Borough of Camden Unitary Development Plan 2000.

Informative(s):

- 1 Your proposals may be subject to the Building Regulations and/or the London Buildings Acts which cover issues 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 6941).
- 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5,000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 6941) for more information and to be aware of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 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.
- 4 Reasons for granting permission:
The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE5, EN1, EN31, EN38, CL2, SC1, HG9, TR16, TR21 and TR22. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Environment Department

Nicola Horsfall
Montagu Evans
Premier House
44-48 Dover Street
London
W1S 4AZ

DRAFT

Application Ref: **2005/1076/L**
Please ask for: **Tania Skelli-Yaoz**
Telephone: **020 7974 2078**

15 September 2005

Dear Sir/Madam

DECISION

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Listed Building Consent Granted

Address:
21 Barter Street
London
WC1A 2AH

Proposal:

Internal and external works to include; interior to be stripped out and re-fitted with partitions, existing single storey extension to the rear light well to be removed, re-instatement of window openings, secondary glazing to windows, existing roof, external walls and external joinery to be repaired as required to match existing in association with residential change of use

Drawing Nos: Site Location Plan ME1 and ME2; 2727/D/02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 12; 13; 14; 15

Report of Structural Implications of Proposed Residential Conversion.

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

Conditions And Reasons:

- 1 The works hereby permitted shall be begun not later than the end of five years from the date of this consent.



Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The secondary glazing hereby approved shall only have a single horizontal rail.

Reason: In order to minimise the visibility of the secondary glazing and to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy EN38 of the London Borough of Camden Unitary Development Plan 2000.

- 3 All openings to be bricked up must be done so with brickwork, pointing, brickbond and mortar mix to match the existing.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy EN38 of the London Borough of Camden Unitary Development Plan 2000.

- 4 All new work and work of making good shall be carried out to match the original work as closely as possible in materials and detailed execution.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy EN38 of the London Borough of Camden Unitary Development Plan 2000.

- 5 All new windows should match existing windows in terms of dimensions, materials, reveal and method of opening.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy EN38 of the London Borough of Camden Unitary Development Plan 2000.

Informative(s):

- 1 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 6941).
- 2 It should be noted that this consent cannot be implemented until the associated legal agreement has been signed and sealed and the planning permission has been issued.

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

Yours faithfully

Environment Department
(Duly authorised by the Council to sign this document)

Council and validated on 27 July 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/1075/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 21 Barter Street Holborn London WC1A 2AH the same as shown shaded grey on the plan annexed hereto

2.14 "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

2.15 "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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 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 and the Listed Building Consent 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 HOUSING

- 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 4.1.1 above will remain permanently.

4.2 FINANCIAL CONTRIBUTIONS

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions.
- 4.2.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

- 4.2.5 If the Certified Sum is less than the Highways Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

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

- 5.1 Within 7 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 2005/1075/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 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 Financial Contributions pursuant 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 ZL925ZL065 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 to 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

(with the intention that the payment is adjusted commensurate with the said Index)

5.8 All costs and expenses payable to or by 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 Monitoring Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/1075/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 by the Council 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 HM 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.
- 6.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the relevant Secretary of State or any other competent authority.
7. The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM 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. 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

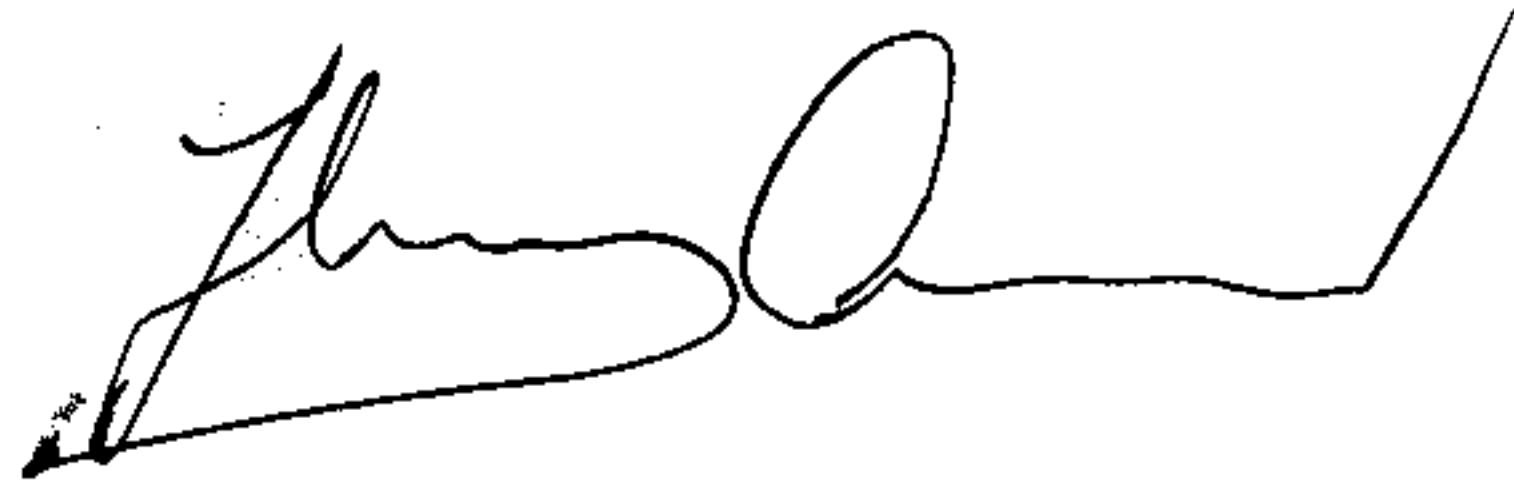
EXECUTED AS A DEED BY)
HOLBORN LINKS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

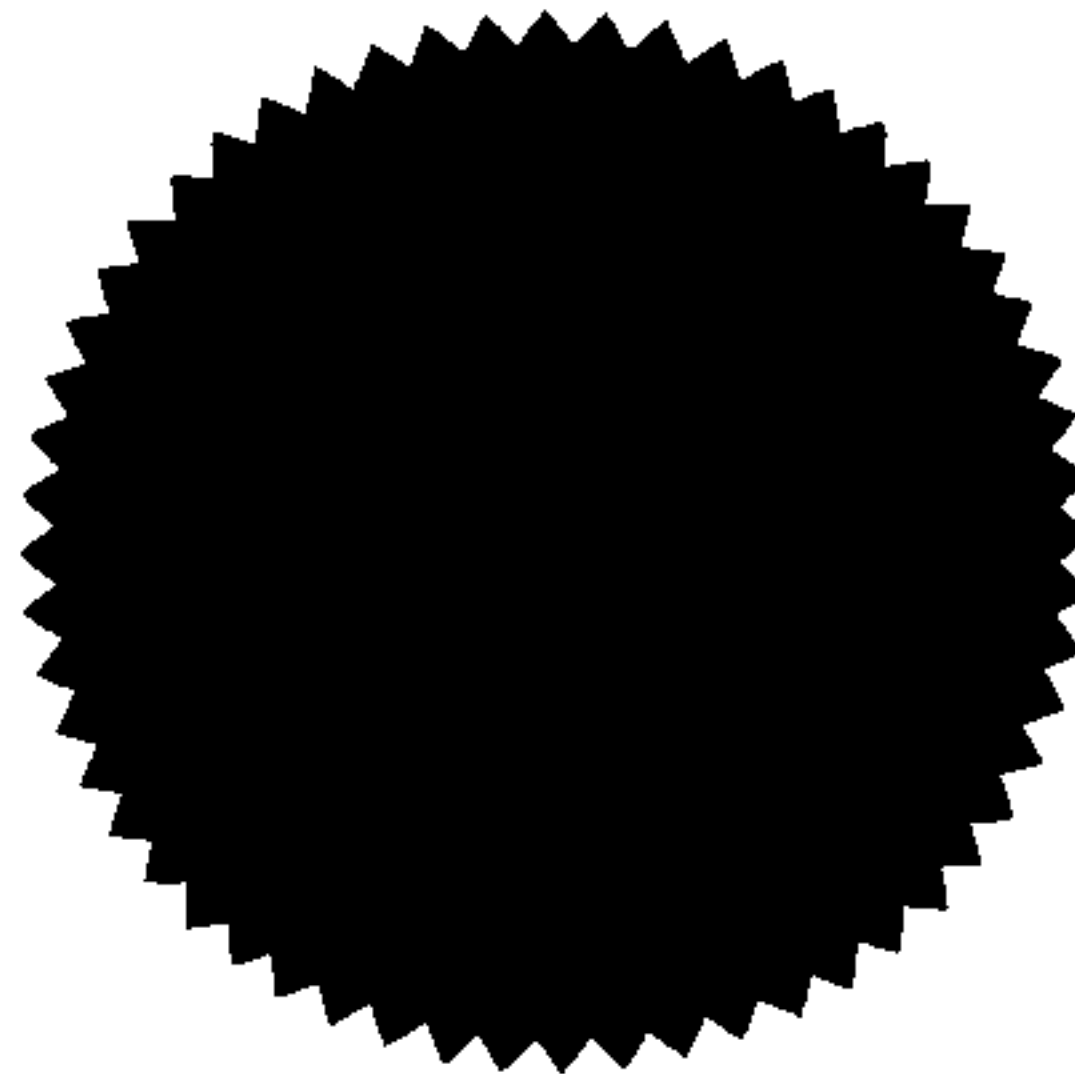
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
21 BARTER STREET, HOLBORN, LONDON WC1A 2AH

SIGNED AND DELIVERED AS A DEED)
for and behalf of)
THE ROYAL BANK OF SCOTLAND PLC)
by a duly authorised Attorney)



.....
Witness

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



.....
Authorised Signatory