

DATED 10<sup>th</sup> SEPTEMBER 1996

SOUTHEND PROPERTY HOLDINGS PLC

- and -

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

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A G R E E M E N T

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Relating to land known as 8 and 9 Stephen Mews London W1

Ref: LEGAL/PLANNING/INPC

THIS AGREEMENT is made the 10<sup>th</sup> day of September One thousand nine hundred and ninety one B E T W E E N SOUTHEND PROPERTY HOLDINGS PLC of 1 Dancastle Court Arcadia Avenue London N3 2JU (hereinafter called "the Owner") of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the other part

WHEREAS

- (1) The Owner is registered at H.M. Land Registry with Title absolute under Title Number NGL416052 as the freehold proprietor of the land (together with other land) situate at 8 and 9 Stephen Mews London W1 (hereinafter called "the Property") the boundaries whereof are delineated on the plan annexed hereto and thereon edged red
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") is a principal council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and is a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974
- (3) A planning application was submitted by the Owner to the Council on the 15th of June 1989 (revised on 25th June 1990) and was given reference number PL/8900319 (hereinafter called "the Application") for planning permission for reinstatement, refurbishment and extension of 9-11 Percy Street and redevelopment of 8 and 9 Stephen Mews to the rear to provide office and workshop accommodation and 4 residential units in 9 Percy Street (hereinafter called "the Development")
- (4) The Council consider 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

(5) For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 16 of the Greater London Council (General Powers) Act 1974

(6) The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission of even date herewith (hereinafter called "the Planning Permission") and subject to the covenants undertakings and restrictions herein contained

(7) Save for the provisions of Clauses 4,5,11,12 and 13 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the date (hereinafter called "the Implementation Date") of the implementation of that element of the Development consisting of the redevelopment of 8 and 9 Stephen Mews by the carrying out of a material operation under Section 56 of the Act pursuant to the planning permission

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 16 of the Greater London Council (General Powers) Act 1974 all of which shall apply to each and every covenant agreement and undertaking given by the Owner herein to the extent that such are legally applicable
2. It is hereby agreed between the parties hereto that save for the provisions of clauses 4,5,11,12 and 13 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner forthwith upon the Implementation Date
3. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction

ent provision or other matter mentioned in this Agreement or arising from the  
existence of this Agreement

he 4. The Owner hereby covenants with the Council that it will within  
ten working days from the date hereof lodge its Land or Charge Certificate  
of in relation to the Property with H.M. Land Registry and will apply to the  
Chief Land Registrar to register this Agreement in the Charges Register  
thereof insofar as it relates to the Property only

5. If the Planning Permission has not been implemented by the owner  
within 5 years of the date of the Planning Permission the Council will on  
written notice from the owner forthwith provide to the Owner a letter  
addressed to H.M. Land Registry confirming that the entry relating to this  
Agreement entered in the Charges Register of the Owners land or charge  
Certificate relating to the property pursuant to clause 4 hereof can be  
deleted.

he 6. This Agreement is without prejudice to and shall not be construed as  
at derogating from any of the rights powers and duties of the Council pursuant  
to any of its statutory function or in any other capacity

7. The expression "the Owner" and "the Council" shall include their  
respective successors in title and assigns

8. The provisions of Section 196 of the Law of Property Act 1925 (as  
amended) shall apply to any notice to be served under or in connection  
with this Agreement any notice to the Council to be in writing and  
addressed to the Chief Executive (Reference: LEGAL/PL/INPC) London  
Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to  
the Owner to be addressed to its registered office for the time being

9. It is hereby agreed and declared by the Owner and the Council that  
the Schedule hereto forms part of this Agreement and the Owner hereby  
agrees with the Council to observe and perform the provisions thereof

10. The Owner shall indemnify and keep indemnified the Council against all claims actions or demands which may arise out of or in consequence of the provisions of this Agreement
11. This Agreement shall be registered as a Local Land Charge
12. If the Planning Permission has not been implemented by the Owner within 5 years of the date of the Planning Permission the Council will on written notice from the Owner forthwith procure the cancellation of the entry in the Local Land Charges Register for the property relating to this Agreement registered pursuant to Clause 11 hereof
13. The Owner agrees to pay the Council its reasonable costs and disbursements incurred in preparing this Agreement such costs not to exceed £250.00.

THE SCHEDULE

The Owner hereby covenants declares agrees and undertakes with the Council:-

Not to use the lower ground, ground, first and second floors of the property other than for purposes defined within Class B1(c) of the Town and Country Planning (Uses Classes) Order 1987 unless ancillary to that principal use

IN WITNESS whereof the Parties have caused their seals to be affixed the day and year first above written

THE COMMON SEAL OF THE )  
LONDON BOROUGH OF CAMDEN )  
was hereunto affixed in )  
the presence of:- )

*Paul Barber*

PRINCIPAL SOLICITOR PROPERTY SERVICES  
~~Controller of Legal Services~~

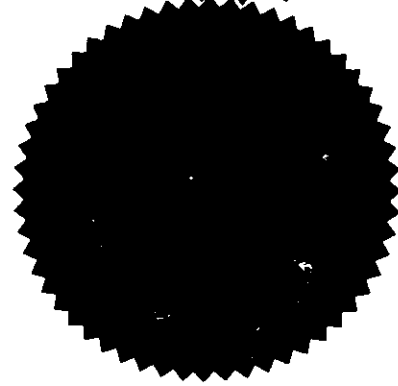
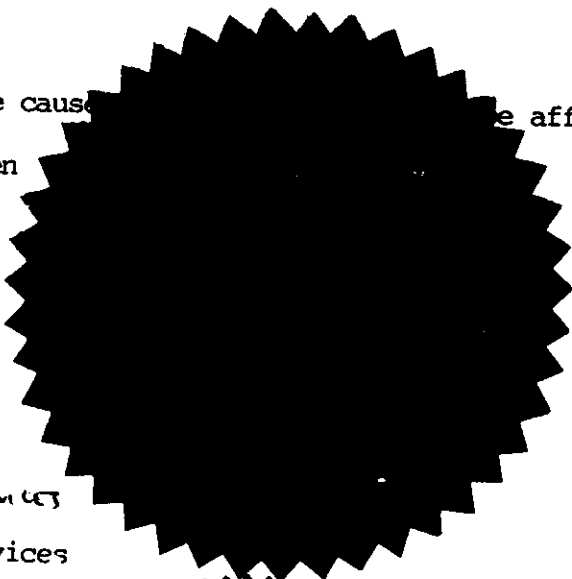
THE COMMON SEAL OF SOUTHEND )  
PROPERTY HOLDINGS PLC was )

hereunto affixed in the )  
presence of:- )

*M. Maguire*

Director

*[Signature]*  
Secretary



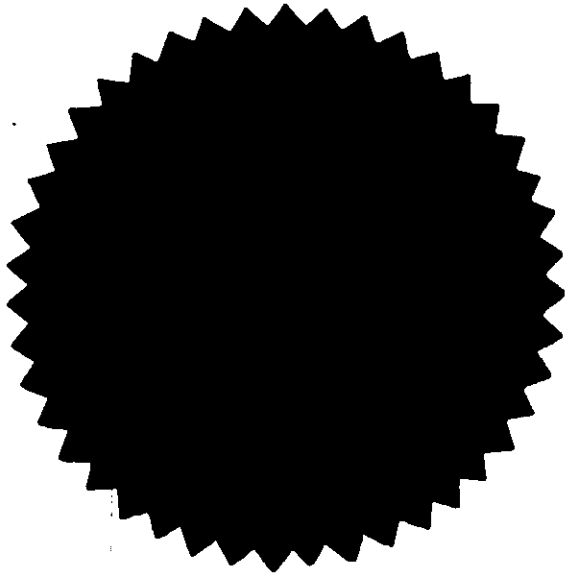
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