

DATED

31st August

1995

WIMPEY HOMES HOLDINGS LIMITED

-and-

NOTTING HILL HOME OWNERSHIP LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

Relating to the land known as
Chalk Farm Bus Garage Harmood Street
London NW1

London Borough of Camden
Town Hall
Judd Street
LONDON WC1H 9LP

Tel: 0171 860 4444
Fax: 0171 860 5659

envsec2/CHRIS/106-chalk

THIS AGREEMENT is made the *Twenty first* day of *August* One thousand nine hundred and ninety five B E T W E E N WIMPEY HOMES HOLDINGS LIMITED whose registered office is at 27 Hammersmith Grove London W6 7EN (hereinafter called "Wimpey") of the first part NOTTING HILL HOME OWNERSHIP LIMITED whose registered office is at 115 Gunnersbury Lane London W3 8HQ (hereinafter called "Notting Hill") of the second part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Judd Street London WC1H 9LP (hereinafter called the "Council") of the other part.

WHEREAS

1. Wimpey is registered at HM Land Registry with Title absolute under Title Number NGL 720419 (hereinafter called the "Title Number") as the freehold proprietor of the land situate at Chalk Farm Bus Garage Harmood Street London NW1 (hereinafter called the "Green Land") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and thereon edged green and proposes to enter into the planning obligations (as hereinafter defined)
2. By a Transfer dated 26th May 1995 made between Wimpey (1) and Notting Hill (2) Wimpey Transferred to Notting Hill part of the land registered under the Title Number (hereinafter called the "Red Land") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and thereon edged red. Notting Hill has made an application to HM Land Registry to register itself as the proprietor of the Red Land. Notting Hill proposes to enter into the planning obligation (as hereafter defined).
3. (i) **"The Property" shall mean the Green Land and Red Land together and Wimpey and Notting Hill are persons interested in the Property for the purposes of Section 106(9) of the Act (as hereinafter defined).**

- (ii) For the avoidance of doubt the land edged red and green hatched black and marked 'Refuse Store' does not comprise part of the Red Land for the purpose of this Agreement.
4. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 as amended (hereinafter called "the Act") and for the purpose of the Act is the competent planning authority by whom the covenants undertakings and obligations are enforceable.
 5. A planning application was submitted by Wimpey for itself and on behalf of Notting Hill to the Council on 24th January 1995 and was given reference number PL/9500121/R2 (hereinafter called "the Application") for detailed planning permission for the redevelopment of the property to provide 3860sqm of residential accommodation comprising twenty houses twenty four flats including forty four car parking spaces (hereinafter called "the Development") as shown on drawing numbers, 94-969-101B, 102B, 103B, 104B, 105B, 106B, 107B, 108B revised on 12th April 1995 and 25th May 1995.
 6. 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.
 7. For that purpose Wimpey and Notting Hill are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
 8. 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 in the form annexed hereto (hereinafter called "the Planning Permission") and subject to covenants undertakings and restrictions herein contained.

9. Save for the provisions of Clauses 13, 14, 16 and 17 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 the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 of the Act and shall be enforceable by the Council.
2. No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Property or the part in respect of which the breach occurs.
3. For the purpose of determining whether or not a material operation pursuant to Section 56(4) of the Act has been carried out there shall be disregarded such operations as demolition site clearance archaeological investigations and investigations for the purposes of assessing contamination remedial action in respect of any contamination the erection of means of enclosure for the purpose of site security and/or display of advertisements.
4. In consideration of the covenants on the part of Wimpey and Noting Hill hereinafter contained the Council covenants and undertakes on the execution of this Agreement to issue the Planning Permission in response to the said Application subject to the conditions set out in **the** draft planning permission annexed hereto and the conditions restrictions provisions and other matters referred to herein.

5. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
6. Wimpey covenants with the Council to observe and perform the obligation set out in paragraph 3 of the Schedule.
7. Notting Hill covenants with the Council to observe and perform the obligation set out in paragraph 2 of the Schedule.
8. Wimpey and Notting Hill hereby covenants with the Council that they will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement.
9. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity.
10. 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;

10.1 Any notice to the Council to be in writing and addressed to the Borough Solicitor (Reference: CLS/ENV/INPC/10006251) London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP.

10.2 Any notice to Wimpey to be in writing and addressed to 250 Toddington Road, Luton, Beds LU4 9EE.

10.3 Any notice to Notting Hill to be in writing and addressed to 26 Paddenswick Road, London W6 (Reference: Jerome Geoghegan).

11. It is hereby agreed and declared by Wimpey Notting Hill and the Council that the Schedule hereto forms part of this Agreement.
12. Wimpey and Notting Hill according to their respective obligations hereunder shall indemnify and keep indemnified the Council against all claims actions demands or expenses incurred or suffered by the Council which may arise out of or in consequence of the provisions of this Agreement.

PROVIDED ALWAYS THAT:-

- (a) Wimpey and Notting Hill shall not be requested to indemnify the Council for injury loss or damage caused by the negligence of the Council's employees or agents.
 - (b) The liability of Wimpey and/or Notting Hill shall be reduced proportionally to the extent that the negligence of the Council its employees or agents may have contributed to the said injury loss or damage.
13. This Agreement shall be registered as a Local Land Charge.
14. Wimpey agrees to pay the Council its reasonable costs incurred in preparing this Agreement.
15. The Council shall upon written notice from either Wimpey or Notting Hill after all the obligations in this Agreement have been performed or observed or otherwise discharged issue written confirmation thereof and thereafter forthwith procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 13 hereof.

16. The Council on the date of this Agreement will procure the cancellation of the entries in the local land charges register relating to:-

16.1 the Section 106 Agreement dated 27th January 1995 and made between London Regional Transport (1) The Mayor and Burgesses of the London Borough of Camden (2).

16.2 the Section 106 Agreement dated 22nd May 1995 and made between Wimpey Homes Holdings Limited (1) The Mayor and Burgesses of the London Borough of Camden (2).

17. The Council hereby confirms that the provisions of both of the Agreements referred to in clause 16 are now null and void and shall immediately cease to have effect.

18. i) References in this Agreement to Wimpey and Notting Hill shall include reference to their successors in title to the Property and to persons claiming through or under them.

ii) Save where the context otherwise requires references in this Agreement to the Council shall include its successors (in so far as is relevant) as local planning authority.

19. Any reference to a person includes a company corporation or other body legal capable of holding land.

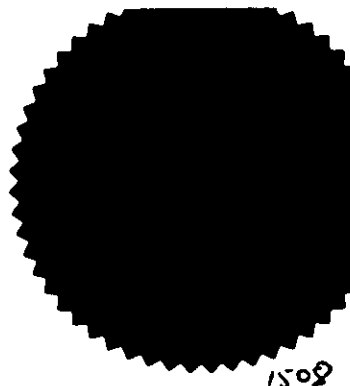
EXECUTED as a Deed by the parties hereto on the date of this document

THE SCHEDULE

1. The following expressions shall have the meanings specified in this Schedule:-
 - 1.1 "Shared Ownership Lease" has the meaning specified in Section 622 of the Housing Act 1985.
 - 1.2 "Residential Unit" means a residential unit to be constructed on the Red Land pursuant to the Planning Permission.
2. Notting Hill shall construct or procure the construction of the Residential Units on the Red Land and the first sale of each Residential Unit shall be by way of a Shared Ownership Lease provided that (for the avoidance of doubt) nothing contained in this Agreement shall prohibit a leaseholder of a Shared Ownership Lease of a Residential Unit from disposing of the Residential Unit free from the provisions of this Agreement.
3. Wimpey covenants declares agrees with the Council that the residential floorspace (which shall mean the internal floor area of all buildings for residential occupation and shall exclude any garages, car parking spaces, bin stores, and any other ancillary buildings associated therewith) of the development on the Green Land shall not exceed 75% of the total residential floorspace (as aforesaid) on the Property.

THE COMMON SEAL OF
NOTTING HILL HOME
OWNERSHIP LIMITED
was hereto affixed in the
presence of:

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)
)
)
)



Secretary *Ed Edwards* 1502.
Authorised Signatory *m. [signature]*
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THE COMMON SEAL OF
WIMPEY HOMES HOLDINGS LTD
was hereto affixed in the
presence of:

)
)
)
)
)
DIRECTOR

[Signature]

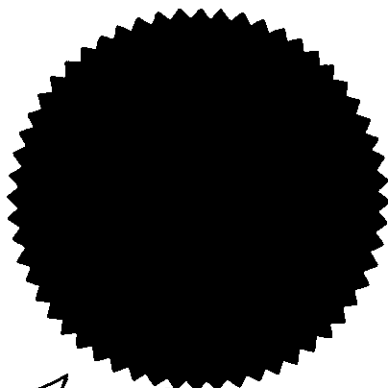
ASSISTANT SECRETARY

Signature

AS [signature]
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THE COMMON SEAL OF
THE LONDON BOROUGH OF CAMDEN
was hereunto affixed by
Order of:

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)
)
)
)



Borough Solicitor

[Signature].....