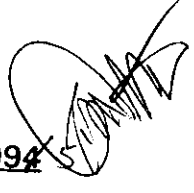


DATED 27/1/1994 

**LONDON REGIONAL TRANSPORT**

- and -

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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**A G R E E M E N T**

**Relating to land known as  
Chalk Farm Bus Garage Harmond Street  
London NW1**

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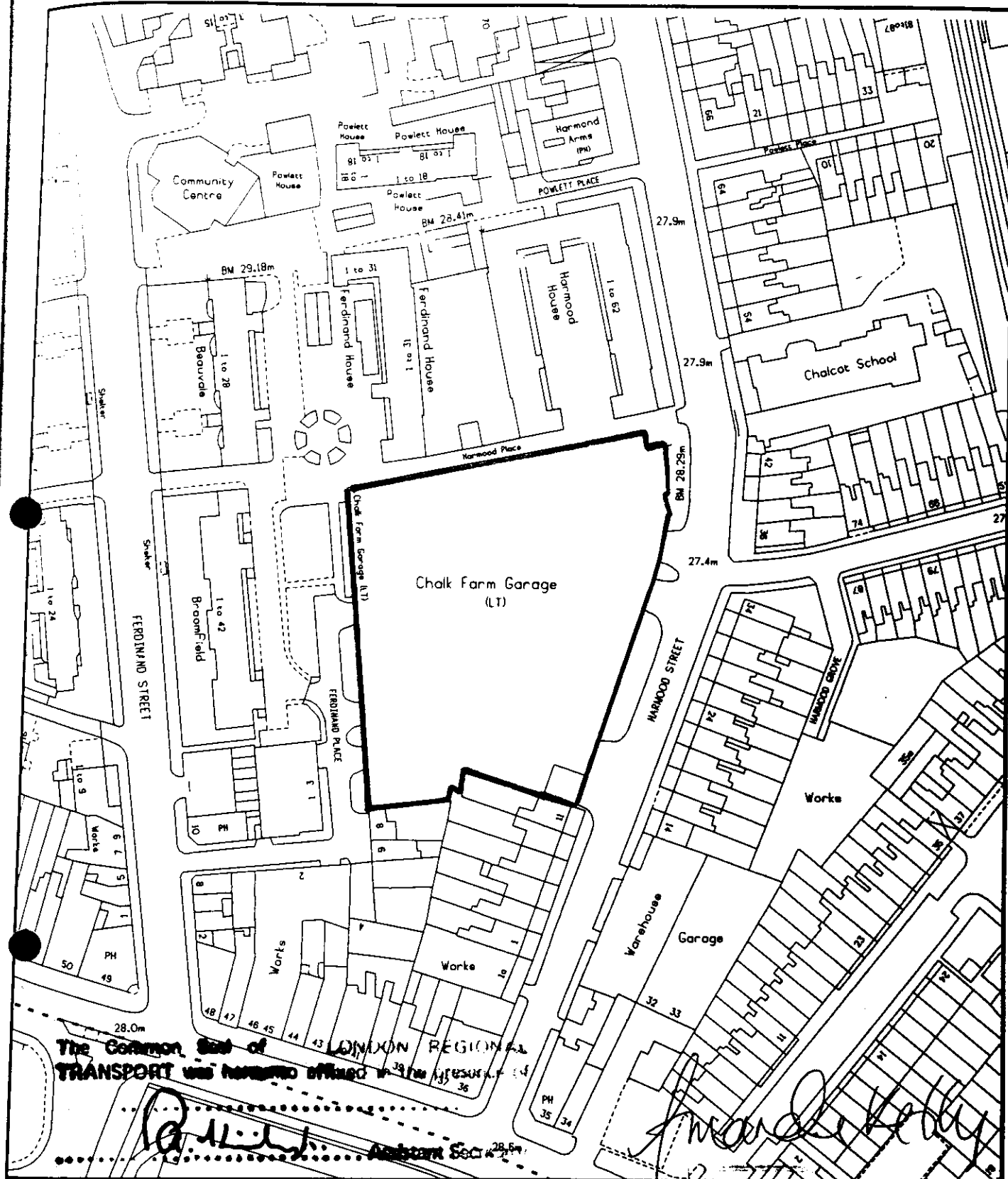
**Amanda Kelly  
Borough Solicitor  
London Borough of Camden  
Town Hall Euston Road  
London NW1 2RU**

**Ref: LEGAL/ENV/INPC/10002868  
Tel: 071 413 6927  
Fax: 071 860 5659**

THIS AGREEMENT is made the 27<sup>th</sup> day of 1/95. ~~One thousand nine hundred and ninety four~~ B E T W E E N LONDON REGIONAL TRANSPORT of 55 Broadway London SW1 (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 NGL 720419 as the freehold proprietor of the land situate at Chalk Farm Bus Garage Harmood Street London NW1 (hereinafter called "the Property") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and thereon edged red and proposes to enter into the planning obligations (as hereinafter defined)
  - 1.1. 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
  - 1.2. A planning application was submitted by the Owner to the Council on the 23rd February 1994<sup>5</sup> and was given reference number PL/9400281 (hereinafter called "the Application") for outline planning permission for the redevelopment of the Property to provide



Chalk Farm Bus Garage Harwood Street

London Borough of Camden

Planning Transport & Health Services  
Town Hall Extension  
Argyle Street Entrance  
London WC1H 8EQ

**CAMDEN**  
**LEGAL DIVISION**  
- 4 AUG 1994

2980sq.m. of residential accommodation comprising twenty two 3-bedroom houses four 2-bedroom houses and fifteen 1-bedroom flats including forty one car parking spaces (hereinafter called "the Development")

- 1.3. 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
- 1.4. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act as substituted by the Planning and Compensation Act 1991
- 1.5. 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 the covenants undertakings and restrictions herein contained
- 1.6. Save for the provisions of Clauses 7.2, 7.6 and 7.7 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 Development by the carrying out of a material operation as defined in Section 56 of the Act

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

2. This Agreement is made in pursuance of Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the Owner and against any person deriving title to the Property from the Owner
3. 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
4. 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
5. In consideration of the covenants on the part of the Owner 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

6. 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
7. Save the provisions of clauses 7.2, 7.6 and 7.7 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 upon the Implementation Date
  - 7.1. The Owner agrees declares and covenants with the Council that it will observe and perform the conditions restrictions and other matters on its part mentioned herein
  - 7.2. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement which shall have the effect of depressing the value of the Property from time to time
  - 7.3. 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
  - 7.4. 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 Borough Solicitor (Reference: LEGAL/

ENV/INPC/1002866) London Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to the Owner to be addressed to 55 Broadway, London SW1H OBD

7.5. 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

7.6. The Owner shall indemnify and keep indemnified the Council against all claims actions demands or expenses which may arise out of or in consequence of the provisions of this Agreement

**PROVIDED ALWAYS THAT:-**

- (a) The Owner 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 the Owner shall be reduced proportionately to the extent that the negligence of the Council its employees or agents may have contributed to the said injury loss or damage

7.7. This Agreement shall be registered as a Local Land Charge

7.8. The Owner agrees to pay the Council its reasonable costs incurred in preparing this Agreement

7.9. At the Termination of this Agreement (by effluxion of time or otherwise) the Council shall upon written notice from the owner:-

- (i) Procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 7.7 hereof

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

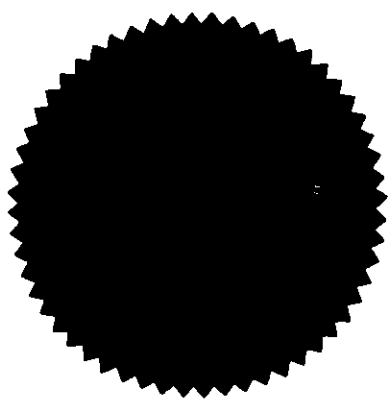
#### THE SCHEDULE

The Owner hereby covenants with the Council that not less than 25% of the residential floor space of any residential scheme developed on the Property shall be made available to a Housing Association (as defined in Section 5 of the Housing Associations Act 1985) or any other social housing scheme that may be provided and as approved by the Council, such approval not to be unreasonably withheld or delayed. Provided that once the requisite floor space as aforesaid in either case has been provided this restriction shall cease to have effect and the owner may serve notice under clause 7.9.

Residential floor space shall mean the internal floor area of all buildings intended for residential occupation and shall exclude any garages, bin stores or other ancillary buildings associated therewith



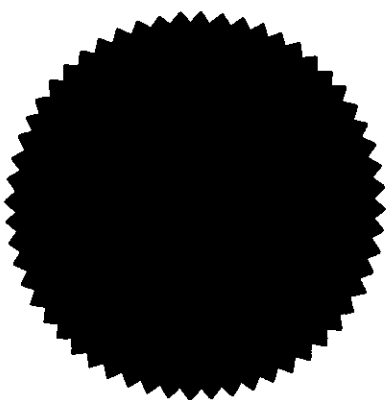
THE COMMON SEAL OF  
LONDON REGIONAL TRANSPORT  
was hereto affixed in the  
presence of:



ASSISTANT SECRETARY  
Signature.....*A. H. L.*

THE COMMON SEAL OF  
THE LONDON BOROUGH OF CAMDEN  
was hereunto affixed by  
Order of:

*Mando Kelly*  
AUTHORISED SIGNATORY



DATED 27/1/95

TOWN AND COUNTRY PLANNING ACT  
1990

LONDON REGIONAL TRANSPORT

- and -

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

---

**A G R E E M E N T**  
regarding Chalk Farm Bus Garage  
Harmood Street London NW1

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Amanda Kelly  
Borough Solicitor  
Town Hall  
Euston Road  
LONDON  
NW1 2RU

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