

DATED 19th OCTOBER

1998

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

and

CS PROPERTIES LIMITED

**DEED PURSUANT TO SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990
RELATING TO DEVELOPMENT
AVIATION HOUSE 129 KINGSWAY LONDON WC2**



THIS DEED is made on 19th day of OCTOBER 1998 BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN Town Hall Judd Street London WC1H 9LP and CS PROPERTIES LIMITED whose registered office is situated at St Alphage 2 Fore

Street London EC2Y 5DY

RECITALS

- A Words and phrases in this Deed are defined in clause 2.1
- B The Owner owns of all that freehold property at Aviation House 129 Kingsway London WC2 shown for identification purposes only edged red on Plan 1
- C Subject to clause 3 below this Deed is made to the intent that it shall be enforceable by the Council as the local planning authority for the area in which the Site is situated against the Owner and also against its successors in title claiming through or under an interest or estate in the Site or in the part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held
- D The terms of this Deed only relate to the Application (as defined) and will not be triggered by the implementation of any other planning permission relating to the Site

1 Operative Powers

- 1.1 This Deed is made pursuant to Section 106 of the Town & Country Planning Act 1990 ("the Act") and is a Planning Obligation for the purposes of that section
- 1.2 Subject to Clause 3 of this Deed the Obligations contained herein shall be enforceable by the Council against the Owner and its successors in title to the Site

2 Interpretation

- 2.1 In this Deed the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meaning:

Act

the Town and Country Planning Act 1990

10-11-12



<i>Application</i>	the application submitted by the Owner on 5 September 1997 for planning permission for the Development and given reference number PS970495OR1
<i>Basement Service Area</i>	the area shown hatched and cross hatched black on Plan 3 and serving the Office Development
<i>Commence and Commencement</i>	implementation of the Permission by the Developer on the Site by the carrying out of a material operation as defined by Section 56(4) of the 1990 Act subject to clause 5.5
<i>Conditions</i>	the First Condition and the Second Condition
<i>Council</i>	the Mayor and Burgesses of the London Borough of Camden of Town Hall Judd Street London WC1H 9LP
<i>Deed</i>	this deed
<i>Development</i>	the refurbishment and cladding of the Aviation House office building fronting Kingsway and High Holborn and provision of enlarged retail unit at basement and ground floor level and further A1/A2 unit to the Kingsway frontage; demolition of rear wing of Aviation House replacing with a nine storey office extension development; the demolition of the church building to the rear of its listed front facade replacing it with a ground plus four storey restaurant/office building
<i>First Condition</i>	the issue of the Permission by the Council
<i>Liaison Group</i>	comprising local residents groups, local Councillors and representatives of the Owner

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which is to be established whilst the Development is under construction with the aim of meeting the Liaison Group objectives detailed in the Schedule

Owner

CS Properties Limited whose registered office is situated at St Alphage 2 Fore Street London EC2Y 5DY including its successors in title

Office Development

the office use described in the Application and approved as part of the Permission

Obligation(s)

each and every covenant on the part of the Owner contained in this Deed and the Schedule

Permission

planning permission for the Development pursuant to the Application

Retail Unit

the enlarged retail unit at basement and ground floor level situated at the corner of High Holborn and Kingsway as shown cross hatched black on Plan 2, described in the Application and approved as part of the Permission

Schedule

the schedule attached to this Deed

Second Condition

the earlier of the following two events namely:
(1) the service of written notice upon the Council by the Owner that the Development is to be commenced pursuant to the Permission;
or;
(2) Commencement

Site

the land indicated (for the purposes of identification only) edged red on Plan 1 comprising Aviation House 129 Kingsway London WC2

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1. The first part of the document is a letter from the President of the United States to the Congress, dated January 1, 1861. It is a very important document, as it is the first official communication of the new President to the Congress. The letter is written in a very formal and dignified style, and it contains a great deal of information about the new administration and its policies. The President expresses his confidence in the Congress and his belief that they will support his administration in its efforts to maintain the Union and to promote the welfare of the people.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 1, 1861. It is a very important document, as it contains a detailed account of the financial state of the United States at the beginning of the new administration. The report shows that the United States is in a very sound financial position, with a large surplus in the Treasury and a strong credit rating. The Secretary expresses his confidence that the new administration will continue to maintain this sound financial policy.

3. The third part of the document is a report from the Secretary of the Interior, dated January 1, 1861. It is a very important document, as it contains a detailed account of the land and mineral resources of the United States. The report shows that the United States has a vast amount of land and mineral resources, and that these resources are being developed in a very efficient and profitable manner. The Secretary expresses his confidence that the new administration will continue to promote the development of these resources.

4. The fourth part of the document is a report from the Secretary of the Navy, dated January 1, 1861. It is a very important document, as it contains a detailed account of the naval forces of the United States. The report shows that the United States has a very strong naval force, with a large number of ships and a highly trained crew. The Secretary expresses his confidence that the new administration will continue to maintain this strong naval force.

5. The fifth part of the document is a report from the Secretary of the War, dated January 1, 1861. It is a very important document, as it contains a detailed account of the military forces of the United States. The report shows that the United States has a very strong military force, with a large number of soldiers and a highly trained officer corps. The Secretary expresses his confidence that the new administration will continue to maintain this strong military force.

<i>Plan 1</i>	the plan attached to this Deed and numbered 1
<i>Plan 2</i>	the plan attached to this Deed and numbered 2
<i>Plan 3</i>	the plan attached to this Deed and numbered 3
<i>Substantially Completed</i>	the stage at which the shell and core works to provide the Development are completed so as to be reasonably ready for their intended use notwithstanding that there may be outstanding fitting out works, snagging items or additional minor works still to be carried out

2.2 Where in this Deed reference is made to a Clause Schedule Plan or Recital such reference (unless the context otherwise requires) is a reference to a clause schedule plan or recital of or (in the case of a plan) attached to this Deed

2.3 Headings are for ease of reference only and are not intended to be construed as part of the Deed

2.4 Unless the context otherwise requires references to the singular shall include the plural and vice versa

2.5 References in this Deed to the Council shall include its successors as local planning authority

3 **Conditionality**

The Obligations on the part of the Owner under the terms of this Deed are conditional upon the satisfaction of the Conditions

4 **The Owner's covenants**

Subject to the satisfaction of the Conditions the Owner hereby covenants with the Council as follows:

4.1 **Deliveries to the Retail Unit**

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Without prejudice to the right contained in clause 4.2 to take deliveries from Newton Street at other times, to use best endeavours to ensure that between the hours of 11.00 pm and 7.00 am daily no deliveries to the Retail Unit take place from the public highway other than from High Holborn, other than in exceptional circumstances which may be demonstrated to the reasonable satisfaction of the Council having regard to the retailer requirements of the occupier of the Retail Unit

4.2 Delivery and Service Vehicles

Without prejudice to the right contained in clause 4.1 for the Retail Unit to take deliveries from High Holborn at other times, to use best endeavours to ensure that other than between the hours of 9.30 am and 3.00 pm daily no delivery or service vehicle (excluding refuse collection vehicles) shall enter or leave the Development via Newton Street, other than in exceptional circumstances which may be demonstrated to the satisfaction of the Council having regard to the nature of the servicing requirements of the occupiers of the Development

4.3 Restriction on size of vehicles servicing the Office Development

To use all reasonable endeavours to ensure that, where practicable, only vehicles which are physically capable of entering into the Basement Service Area are permitted to service the Office Development, other than in exceptional circumstances which may be demonstrated to the reasonable satisfaction of the Council

4.4 Liaison Group

4.4.1 To establish a Liaison Group to monitor and address the matters detailed in the Schedule

4.4.2 To take all reasonable steps which are necessary to comply with any reasonable requirements arising from meetings of the Liaison Group in connection with the carrying out of the Development

5 Agreements and Declarations

It is hereby agreed and declared as follows:

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5.1 Conflict between Agreement and statutory powers duties or discretions

- 5.1.1 That except in so far as is legally or equitably permitted this Deed shall not prejudice or affect the exercise of any statutory power duty or discretion of the Council
- 5.1.2 No waiver (whether express or otherwise) by the Council of any breach or default by the Owner or by any successors in title thereof in performing or observing any of the covenants undertakings obligations or restrictions herein contained or referred to shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing the same or from acting upon any subsequent breach or default in respect thereof
- 5.1.3 If any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired

5.2 Lapse of Deed

- 5.2.1 This Deed shall lapse and all entries relating to it on the Register of Local Land Charges shall be deleted at no cost to the Owner if the Permission;
- 5.2.1.1 shall lapse without Commencement;
- 5.2.1.2 shall be revoked;
- 5.2.1.3 shall be modified other than at the request and with the consent of the Owner; or
- 5.2.1.4 if the Owner shall implement any subsequent planning permission for the Site which is inconsistent with the Permission or this Deed and for the avoidance of doubt any planning permission shall be deemed to be inconsistent with the Permission or this Deed if its implementation prevents the Permission from being carried out to substantial completion
- 5.2.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than one relating to the Development) granted after the date of this Deed

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5.3 Notices

5.3.1 That any notice or other written communication to be served or given by one party upon or to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by registered or recorded delivery post to the party upon whom it is to be served or to whom it is to be given as specified above

5.3.2 Any notice or other written communication to be given by the Council shall be deemed valid and effectual if on its face it is signed on behalf of the Council or by an officer or duly authorised signatory

5.4 Release

5.4.1 That the Owner shall on parting with any part of its interest in the Site be released from all liability whatsoever under the terms of this Deed in respect of that part of the Site save insofar as it relates to a breach which occurred prior to parting with its relevant interest in the Site

5.4.2 That the Owner shall upon parting with the entirety of its interest in the Site be released from all liability whatsoever under the terms of this Deed save in so far as it relates to a relevant prior breach of this Deed

5.5 Material Operations

That irrespective of Section 56(4) of the 1990 Act none of the following operations shall constitute a material operation for the purposes of defining Commencement

5.5.1 ground investigations/site survey works

5.5.2 laying of temporary services, service media and site preparation works

5.5.3 construction of boundary fencing or hoardings

5.5.4 archaeological investigations

5.5.5 landscaping works

5.5.6 noise attenuation works

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5.6 Reasonableness

That unless otherwise specified where any agreement, certificate, consent, permission, expression of satisfaction, confirmation that there are exceptional circumstances or other approval is to be given by the Council or any person on its behalf under the terms of this Deed the same shall not be unreasonably withheld or delayed

Executed and delivered as a Deed on the date first before written

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SCHEDULE

THE LIAISON GROUP

1 Liaison Group Members

- 1.1 The members of the Liaison Group shall include the Owner's Project Manager, officers from the Council's Traffic, Highways and Environmental Health Departments (when available to attend), local ward Councillors of the Council, representatives from among the residents of Holland and Thurston Residents Associations (Paul Taaffe and Zante Yanni), 8 Newton Street (Edmund O'Donaghue) and a representative from St Joseph's School, Macklin Street

2 Objectives of the Liaison Group

- 2.1 The objectives of the Liaison Group shall be to liaise, discuss and where appropriate advise on any issue relating to good working practices to cover the environmental impact of construction activity arising out of the construction of the Development until the Development is Substantially Completed. This shall include liaising discussing and advising on:
- 2.1.1 demolition and construction programme;
 - 2.1.2 procedures for notifying local residents, business and occupiers in advance of major operations;
 - 2.1.3 details of material delivery schedules;
 - 2.1.4 details of any necessary road closures or other amendments to normal traffic arrangements;
 - 2.1.5 identification of a representative of the Owner to be a contact for local people to refer to;
 - 2.1.6 details of measures to be taken to maintain tidiness during the construction of the Development.

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1. The first part of the report is a general introduction to the subject of the study. It discusses the importance of the study and the objectives of the research. It also provides a brief overview of the methodology used in the study.

2. The second part of the report is a detailed description of the study area. It includes information about the location of the study area, the population of the study area, and the characteristics of the study area. It also discusses the data sources used in the study.

3. The third part of the report is a detailed description of the study results. It includes information about the findings of the study, the conclusions drawn from the findings, and the implications of the findings. It also discusses the limitations of the study and the need for further research.

4. The fourth part of the report is a conclusion and recommendations section. It summarizes the main findings of the study and provides recommendations for future research and policy. It also discusses the overall impact of the study and the need for further research.

3 Noise Considerations

- 3.1 The Owner shall liaise with members of the Liaison Group regarding monitoring of the construction of the Development and ongoing noise considerations.

4 Meetings

- 4.1 Meetings of the Liaison Group shall be arranged at least one month in advance of the start of demolition and construction works on the Site covered by the Permission, and thereafter at least once in every period of three months with the exception of the matters referred to in clause 5.5 of this Deed
- 4.2 The Owner at its own expense shall find a suitable venue for each meeting of the Liaison Group and shall give notice of not less than seven working days of each meeting to the members of the Liaison Group.
- 4.3 The Council or the Owner may by giving written notice of not less than seven days to other members of the Liaison Group (except in an emergency in which case notice of 24 hours) call an additional meeting of the Liaison Group for the purpose of discussing any matter specified in the notice which the Owner and the Council considers ought to be discussed before the next meeting which would be held in accordance with paragraphs 4.1 and 4.2 of this Schedule.

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The common seal of the)
MAYOR AND BURGESS OF)
THE LONDON BOROUGH OF)
CAMDEN was hereunder affixed)
in the presence of:)

P J Steel

Executed under the common seal)
of CS PROPERTIES LIMITED)
in the presence of)

Director *[Signature]*

Secretary *R. N. L. L. L.*



[illegible]

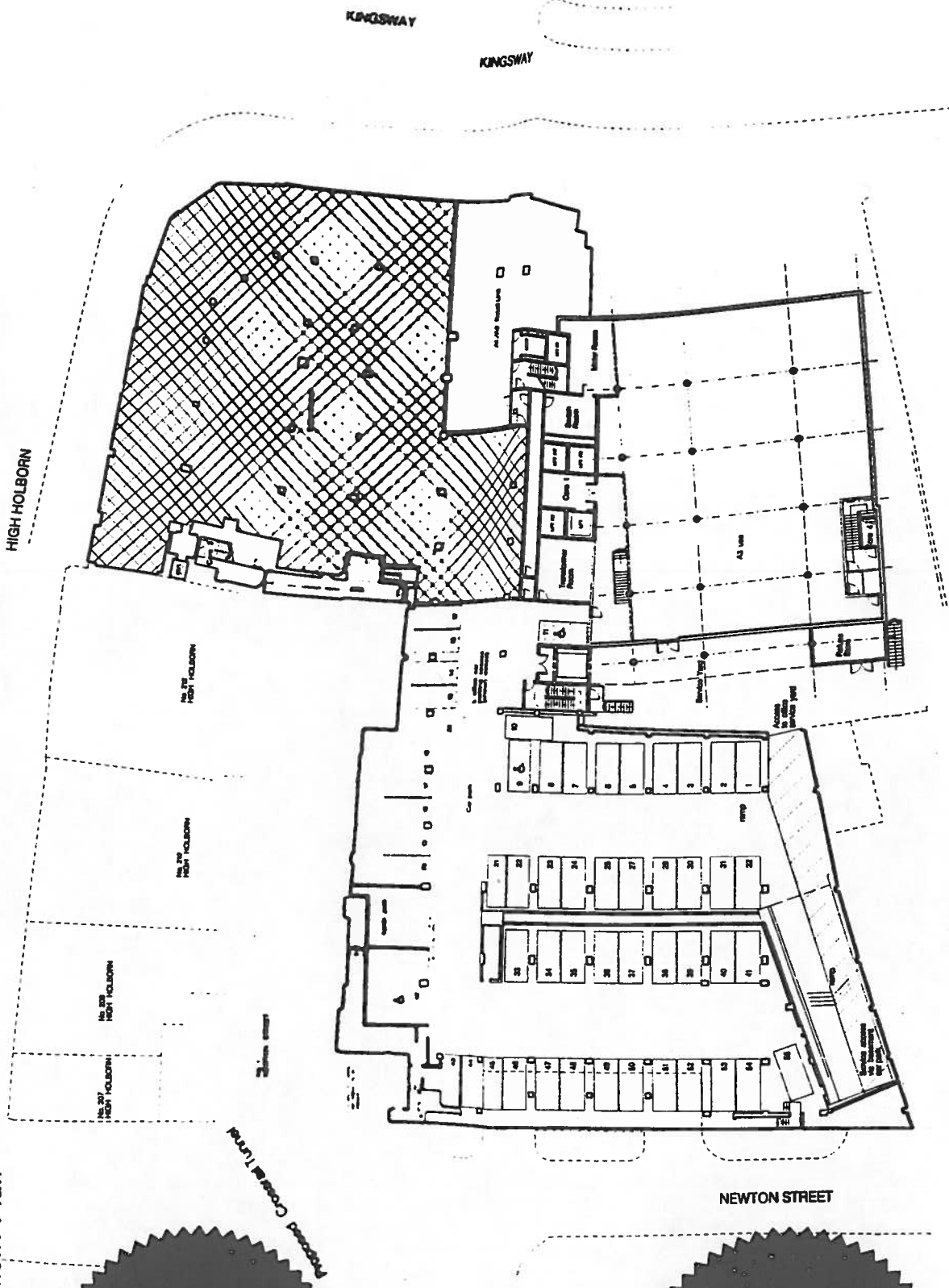
Almond

B J Steel

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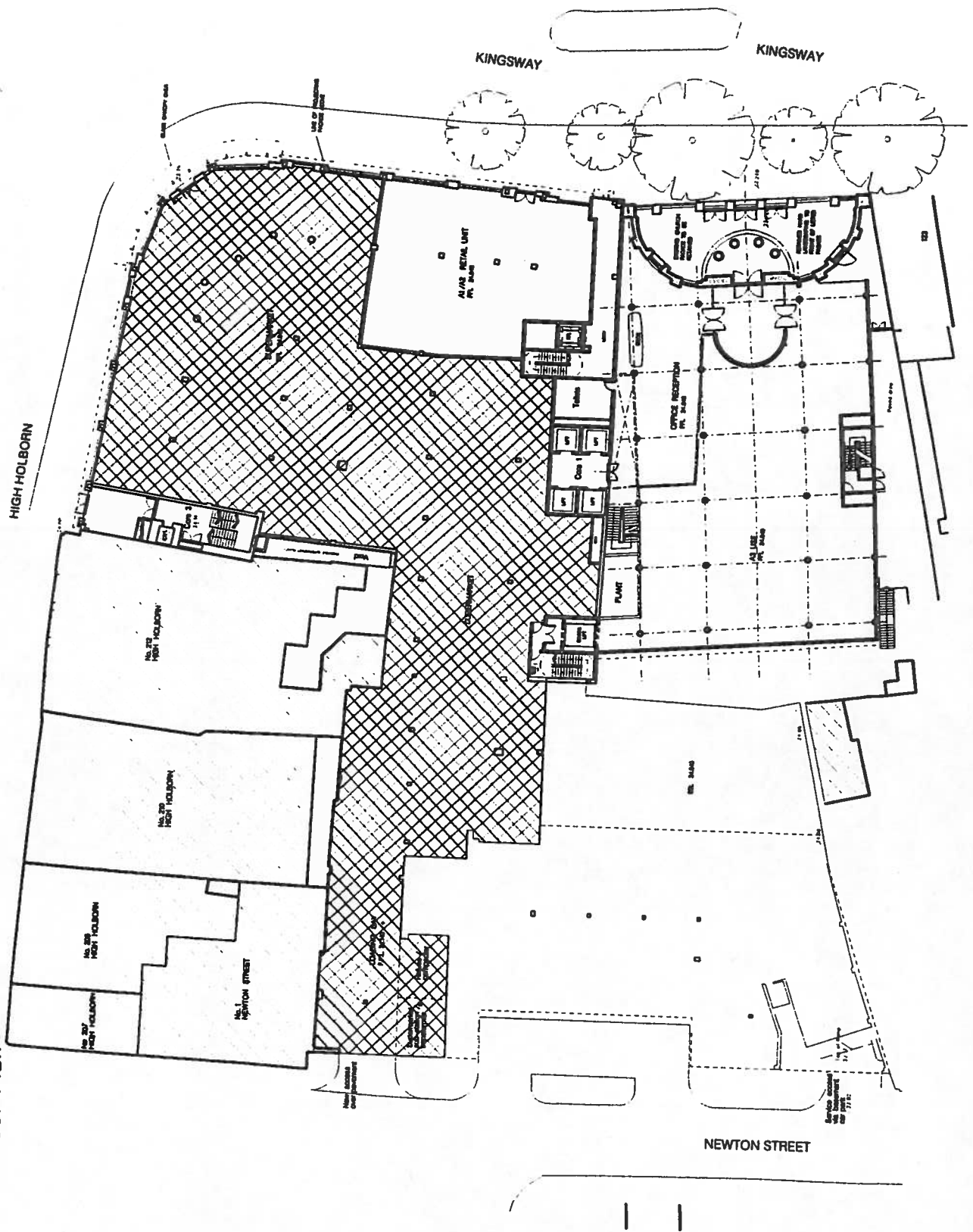
Basement Plan



R. H. H. H.



PLAN 2 - RETAIL UNIT
Ground Floor Plan





Basement Plan

