

DATED

2014

(1) J MURPHY AND SONS LIMITED

and

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

**DEED OF VARIATION PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

relating to land known as 86-88 Delancey Street, London NW1 7SA

SHOOSMITHS

3 Hardman Street
Spinningfields
Manchester
M3 3F
03700 864000
Ref. MYW.187055.000048

THIS DEED is made the _____ day of _____ Two thousand and fourteen

BETWEEN:

- (1) **J MURPHY AND SONS LIMITED** (Company number 00492042) whose registered office is situated at Hillview House, Highgate Road, London NW5 7PP ("the Owner") and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP ("the Council")

WHEREAS:

- A The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and by whom the obligations contained in the Principal Deed as amended by this Deed are enforceable.
- B The Owner is the freehold owner of the Property registered at the Land Registry with title absolute under title numbers 186880, 257824 and 385380.
- C The Council and the Owner are desirous of altering the terms of the Principal Deed in the manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, unless the context requires otherwise, the following definitions apply:

"the Act" means the Town and County Planning Act 1990 (as amended)

"Parties" means the Owner and the Council

"the Principal Deed" means the deed dated the 11 May 2008 made pursuant to (inter alia) the Section 106 of the Act

between (1) AS Leisure Properties Three Limited (2) the Royal Bank of Scotland and (3) Nottinghamshire County Council relating to planning application number 2008/0718/P

“the Property” as defined in the Principal Deed

- 1.2 This Deed is made pursuant to the Act and all other relevant enabling provisions and the covenants in this Deed are planning obligations for the purposes of the Act
- 1.3 The Council is the local planning authority capable of enforcing the obligations in the Principal Deed and this Deed
- 1.4 The definitions and rules of interpretation in this clause shall apply to this Deed
- 1.5 All references in this Deed to clauses in the Principal Deed are to clauses within the Principal Deed
- 1.6 Clause headings shall not affect the interpretation of this Deed
- 1.7 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular
- 1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders
- 1.9 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions
- 1.10 A reference to a statute or statutory provision includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it
- 1.11 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done
- 1.12 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each individually
- 1.13 This Deed shall be read in conjunction with the Principal Deed
- 1.14 Save as hereby modified all other obligations and terms of the Principal Deed shall continue in full force and effect

2 STATUTORY PROVISION

- 2.1 This deed is made pursuant to sections 106 and 106A of the Act, section 111 of the Local Government Act 1972 and all other enabling powers and is enforceable by the Council
- 2.2 The Parties hereby agree that the provisions of this Deed shall take immediate effect on completion of this Deed

3 VARIATIONS TO THE PRINCIPAL DEED

- 3.1 Without prejudice to the other covenants contained in the Principal Deed the Parties agree to vary the Principal Deed as set out in the Schedule to this Deed

4 COVENANTS TO THE COUNCIL

- 4.1 The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations contained in the Principal Deed and as amended by this Deed
- 4.2 The Parties agree that all the obligations in the Principal Deed (as amended by this Deed) shall continue in full effect other than those discharged prior to the date of this Deed

5 LOCAL LAND CHARGE

- 5.1 This Deed shall be registered as a Local Land Charge by the Council

6 THIRD PARTY RIGHTS

- 6.1 The Parties agree that the terms of this Deed will not be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

7 GOVERNING LAW

- 7.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

THE SCHEDULE

Clause 2.35 of the Principal Deed shall be amended by the substitution of the meaning of the expression "Travel Plan" with the following:

"a plan setting out the following:

(a) a package of measures to be adopted by the Owner in the management of the office and retail elements of the Development incorporating the elements set out in the First Schedule hereto; and

(b) the funding of one year's membership to a car club for the seven residents of the building with no access to a car parking space"

EXECUTED AS A DEED)
by **J MURPHY & SONS LIMITED**)
in the presence of:)

.....Director

.....Director/Secretary

EXECUTED AS A DEED by affixing)
THE COMMON SEAL of)
THE MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF CAMDEN)
in the presence of:)

..... Authorised Signatory