

DATED 5TH NOVEMBER 2014

(1) SHAFTESBURY COVENT GARDEN LIMITED

and

(2) LLOYDS BANK PLC

and

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

A G R E E M E N T
relating to land known as
13 SHORTS GARDENS, LONDON WC2H 9AT and
3 NEAL'S YARD, LONDON WC2H 9DP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/JL/1685.2440
vFINAL



THIS AGREEMENT is made the 5th day of November 2014

BETWEEN:

1. **SHAFTESBURY COVENT GARDEN LIMITED** (Co. Regn. No. 3154145) whose registered office is at 22 Ganton Street, Carnaby, London W1F 7FD (hereinafter called "the Owner") of the first part
2. **LLOYDS BANK PLC** of 25 Gresham Street, London EC2V 7HN (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL486857 subject to a charge to the Mortgagee.
- 1.2 A planning application for the First Development of the First Property was submitted to the Council and validated on 13 August 2013 and the Council resolved to grant permission conditionally under reference number 2013/4642/P subject to the conclusion of this legal Agreement.
- 1.3 A planning application for the Second Development of the Second Property was submitted to the Council and validated on 7 August 2013 and the Council resolved to grant permission conditionally under reference number 2013/4863/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the First Development and Second Development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under legal charges registered under Title Number NGL486857 and dated 29 November 2001 and 1 October 2004 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this agreement made pursuant to Section 106 of the Act
- 2.3 "the First Development" Use of the First Property for dual/alternative uses for retail (Class A1) and residential (Class C3) comprising 2x studio flats and installation of two windows to rear elevation as shown on drawing numbers:- Site location plan; 21576-01A; 21576-02; 21576-03; 21576-04A; 21576-05; 21576-06; Lifetime Homes Assessment dated 09/12/2013; covering letter from Rolfe Judd (justifying loss of business use) received 20/08/2013.
- 2.4 "the First Planning Application" a planning application in respect of the First Development of the First Property submitted to the Council and validated on 13 August 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/4642/P subject to conclusion of this Agreement

- 2.5 "the First Planning Permission" a planning permission granted for the First Development substantially in the draft form annexed hereto
- 2.6 "the First Property" the first floor of the land known as 13 Shorts Gardens, London, WC2H 9AT the same as shown outlined in red on the plan annexed hereto
- 2.7 "the Implementation Date" the date of implementation of the First Development and Second Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.8 "Occupation Date" the date when any part of the First Development and Second Development is occupied for the purposes of the First Planning Permission or the Second Planning Permission (as appropriate) save for the purposes of construction, marketing or fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.9 "the Parties" mean the Council the Owner and the Mortgagee
- 2.10 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must





Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
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planning@camden.gov.uk
www.camden.gov.uk/planning

Rolfe Judd Planning - P5172
Old Church Court
Claylands Road
Oval
London SW8 1NZ

Application Ref: **2013/4642/P**

27 October 2014

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
13 Shorts Gardens
London
WC2H 9AT

Proposal:

Use of first floor of **13 Shorts Gardens** for dual/alternative uses for retail (Class A1) and residential (Class C3) comprising 2x studio flats and installation of two windows to rear elevation

Drawing Nos: Site location plan; 21576-01A; 21576-02; 21576-03; 21576-04A; 21576-05; 21576-06; Lifetime Homes Assessment dated 09/12/2013; covering letter from Rolfe Judd (justifying loss of business use) received 20/08/2013.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; 21576-01A; 21576-02; 21576-03; 21576-04A; 21576-05; 21576-06; Lifetime Homes Assessment dated 09/12/2013; covering letter from Rolfe Judd (justifying loss of business use) received 20/08/2013.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 The lifetime homes **features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.**

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The new windows to the rear elevation at first floor level hereby approved shall be obscure glazed and fixed shut up to a point 1.7m above floor level. They shall be permanently retained **as such during any period the site is being used for residential purposes.**

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable

housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related **documents or correspondence** to CIL@Camden.gov.uk

- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets **etc, would constitute a material change of use and would require a further grant of planning permission.**

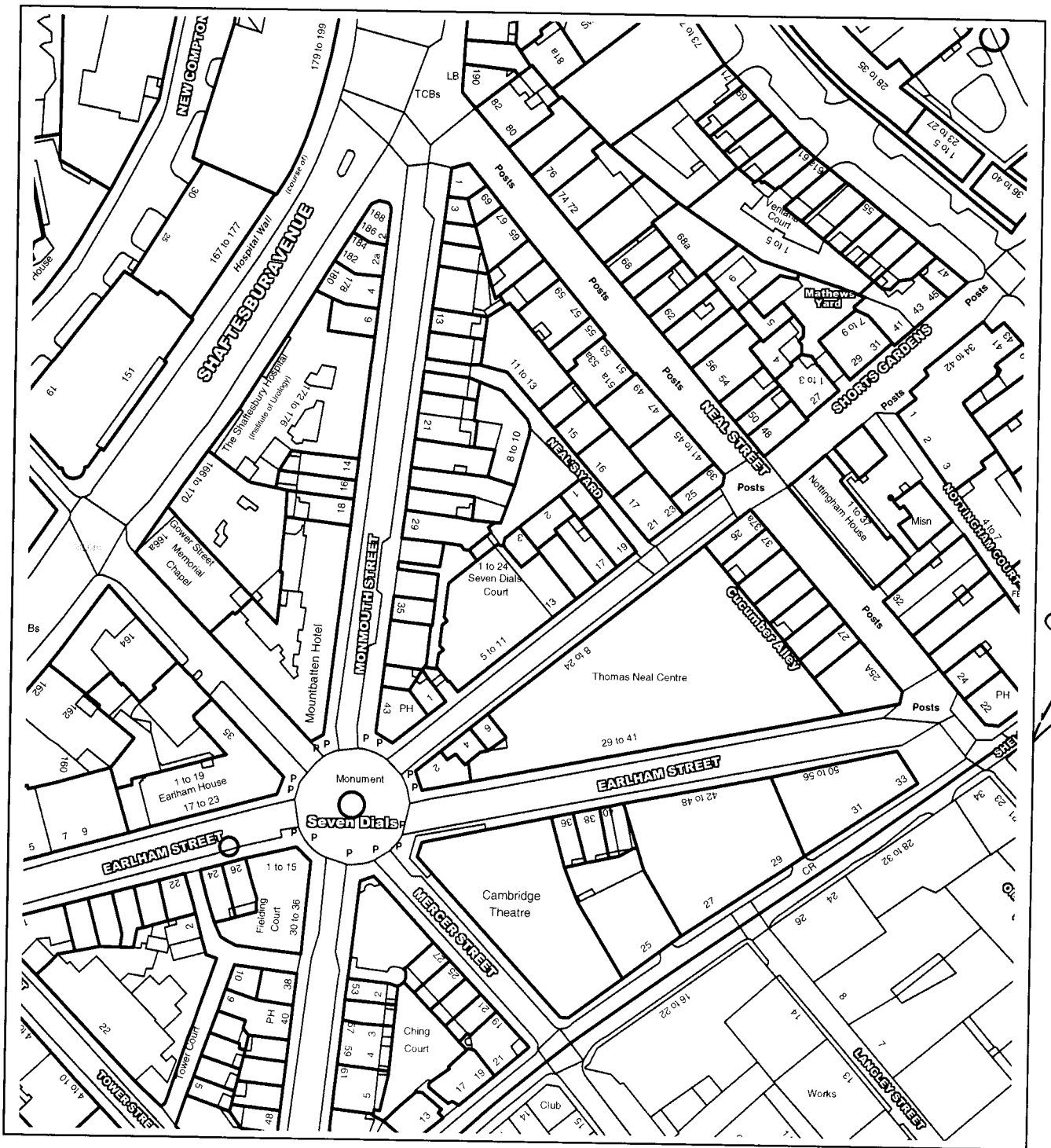
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate



13 Shorts Gardens, London WC2H 9AT



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be sent in the manner prescribed at clause 6.1 hereof

- 2.11 "the Property" the First Property and the Second Property
- 2.12 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the First Development and Second Development is situated
- 2.13 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.14 "the Second Development" Use of Second Property for dual/alternative uses for retail (Class A1) and residential (Class C3) comprising 1 x studio flat as shown on drawing numbers:- Site location plan; 21569-01; 21569-02; 21569-03; covering letter from Rolfe Judd dated 31/07/2013
- 2.15 "the Second Planning Application" a planning application in respect of the Second Development of the Second Property submitted to the Council and validated on 7 August 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/4863/P subject to conclusion of this Agreement
- 2.16 "the Second Planning Permission" a planning permission granted for the Second Development substantially in the draft form annexed hereto

2.17 "the Second Property" the first floor of the land known as 3 Neal's Yard, London, WC2H 9DP the same as shown shaded green on the plan annexed hereto

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and the obligations contained in it are planning obligations for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of 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.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.



**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Rolfe Judd Planning
Old Church Court
Claylands Road
LONDON
SW8 1NZ

Application Ref: **2013/4863/P**

27 October 2014

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
3 Neal's Yard
London
WC2H 9DP

Proposal:
Use of first floor of **3 Neal's Yard** for dual/alternative uses for retail (Class A1) and residential (Class C3) **comprising 1 x studio flat**
Drawing Nos: Site location plan; 21569-01; 21569-02; 21569-03; covering letter from Rolfe Judd dated 31/07/2013

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; 21569-01; 21569-02; 21569-03; covering letter from Rolfe Judd dated 31/07/2013

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 The Mayor of London intends to introduce a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time will need to pay a CIL including those submitted before April. This CIL will be collected by Camden on behalf of the Mayor of London. From April Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable. The proposed charge in Camden will be £50 per m² on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented and we will issue a CIL demand notice setting out what monies needs to be paid when and how to pay. The CIL will be collected from Camden on behalf of the Mayor.
- 3 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 4 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

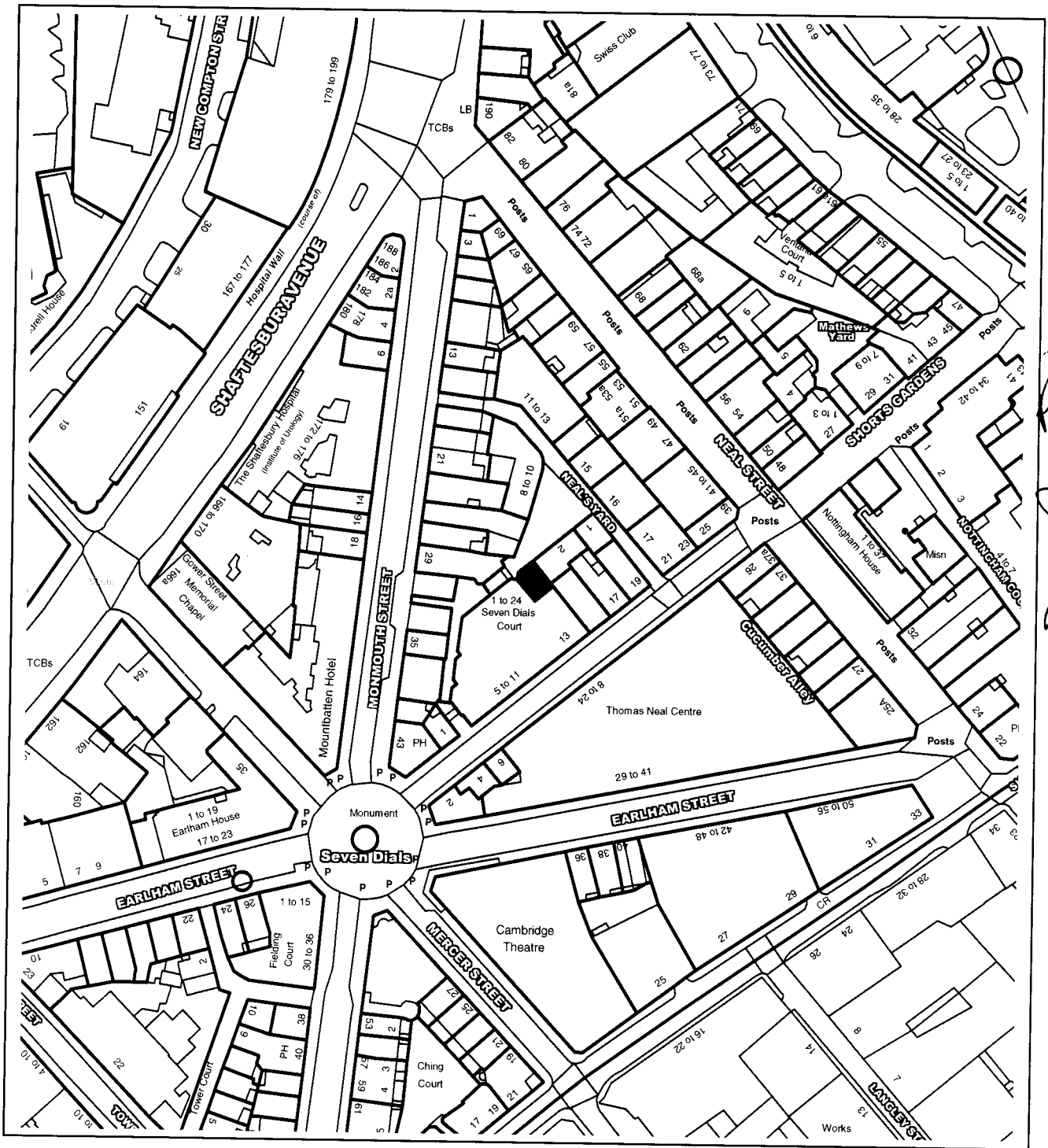
Culture and Environment Directorate

DRAFT

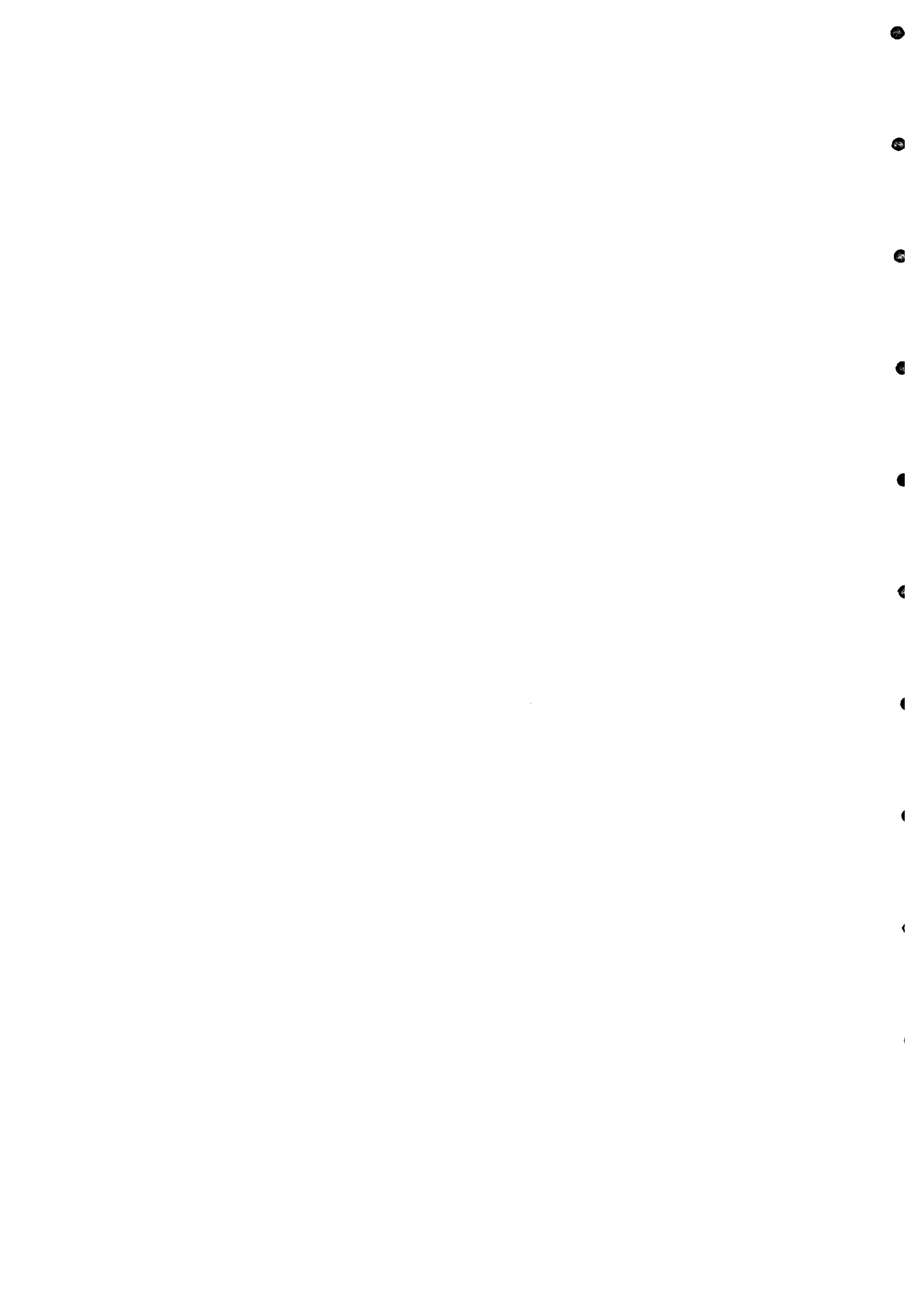
DECISION



3 Neal's Yard, London WC2H 9DP



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- 3.8 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any residential unit forming part of the First Development and Second Development each new resident of the First Development and Second Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the First Development and/or Second Development (as appropriate) (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **USE**

- 4.2.1 The Owner acknowledges that the dual/alternative uses of retail (Class A1) and residential (Class C3) permitted by the First Development and the Second Development is only permitted for a period of 10 years from and including Implementation and thereafter the use of the First Property and the Second Property is to remain its lawful use.

4.2.2 For 10 years from and including Implementation to ensure that at all times either the First Property and/or the Second Property is in use for residential purposes (Use Class C3) and not to Occupy or permit Occupation of both the First Property and the Second Property unless either the First Property and/or the Second Property is in use for residential purposes (Use Class C3).

4.2.3 After the expiry of 10 years from and including Implementation not to change or permit to be changed the use of the First Property or Second Property unless otherwise agreed by the Council in writing.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the First Development and Second Development has taken or is about to take place.

5.2 Within seven days following completion of the First Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2013/4642/P the date upon which the First Development will be ready for Occupation.

5.3 Within seven days following completion of the Second Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2013/4863/P the date upon which the Second Development will be ready for Occupation.

5.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any parts of the Property (with reasonable notice) or to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2013/4642/P and 2013/4863/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of the First Development and Second Development this Agreement shall forthwith determine and cease to have effect and on written request the Council shall remove all entries relating to this Agreement from the Local Land Charges register.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 PROVIDED THAT the Mortgagee shall have no liability under this Agreement unless it takes possession of the property as mortgagee in possession.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
SHAFTESBURY COVENT GARDEN LIMITED)
acting by a Director and its Secretary)
or by two Directors)

[Handwritten signature]

.....
Director

[Handwritten signature]

.....
Director/Secretary

SIGNED AS A DEED BY *Mark Dunstan*)
As attorney for LLOYDS BANK PLC)
in the presence of:-)

[Handwritten signature]

[Handwritten signature]

ASSOCIATE DIRECTOR

.....
Signature of Witness

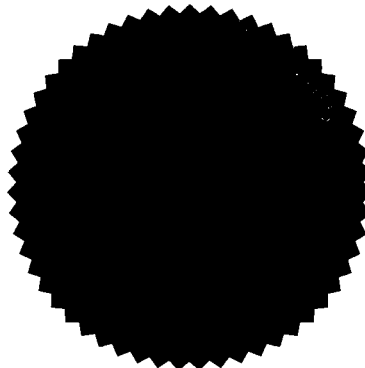
Name (in BLOCK CAPITALS) *CHRISTOPHER TAYLOR*

Address *10 GRESHAM ST, LONDON, EC2V 7AE*

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order)

[Handwritten signature]

.....
Authorised Signatory



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