

DATED

2 February

2016 ~~2015~~

(1) RICHARD ANTHONY OURY and DERRICK ARTHUR SMITH and  
JAMES EDWARD OURY

and

(2) SANTANDER UK 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  
10 JOHN STREET LONDON WC1N 2EB  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

1781.272



THIS AGREEMENT is made the

2

day of

February 2015

**B E T W E E N:**

- i. **RICHARD ANTHONY OURY and DERRICK ARTHUR SMITH and JAMES EDWARD OURY** all of Herschel House, 58 Herschel Street, Slough, Berkshire SL1 1PG (hereinafter together called "the Owner") of the first part
- ii. **SANTANDER UK PLC** of Securities and Loans Administration 6 South Admin Bridle Road Bootle Merseyside L30 4GB (hereinafter called "Mortgagee") of the second part
- iii. **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 NGL405435 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the Development of the Property was submitted to the Council and validated on 15 May 2015 and the Council resolved to grant permission conditionally under reference number 2015/2037/P subject to 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 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 a legal charge registered under Title Number NGL405435 and dated 30 April 2015 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 Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Development" change of use of building from office (Class B1a) to a 5 bedroom dwelling (Class C3) as shown on drawing numbers 15/15/01; 15/15/02A; 15/15/03; 15/15/10; 15/15/11

2.4 "the Implementation Date" the date of implementation of the 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

2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.6 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 15 May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2037/P subject to conclusion of this Agreement
- 2.8 "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 be sent in the manner prescribed at clause 6.1 hereof
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 10 John Street London WC1N 2EB the same as shown shaded grey on the plan annexed hereto
- 2.11 "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 Development is situated

- 2.12 "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

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation 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 of 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the 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.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 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 Development (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 of this Agreement.

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 Planning Permission has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/2037/P the date upon which the Development is ready for Occupation.
- 5.3 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 part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 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 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 Permission reference number 2015/2037/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 prior to the date of completion of the Agreement:
- (a) Its proper and reasonable legal costs incurred in preparing this Agreement limited to £680.00 plus £16.00 for Land Registry Charges; and
  - (b) the sum of £531.00 as a contribution towards the Council's costs of processing, monitoring the implementation of this deed.
- 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 on written demand 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 development this Agreement shall forthwith determine and cease to have effect.

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 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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.

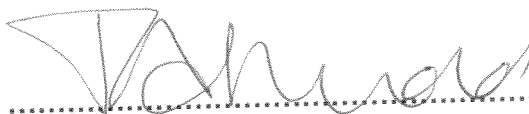
9. **RIGHTS OF THIRD PARTIES**

- 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 the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
RICHARD ANTHONY OURY  
in the presence of:**

} 

  
.....  
**Witness Signature**

**Witness Name**

T A RUDD

**Address**

66 COALMANS WAY, BURNHAM  
SUI 7NX

**Occupation**

PA

CONTINUATION SECTION 106 AGREEMENT IN RELATION TO 10 JOHN STREET  
LONDON WC1N 2EB

EXECUTED AS A DEED BY  
DERRICK ARTHUR SMITH  
in the presence of:

)  
)  
)  
D.A. Smith

MC Bishop

Witness Signature

Witness Name MARION CLARE BISHOP

Address BISHOPS COURT, ALLERDS ROAD, FARUHAM ROYAL SL2 3TJ

Occupation PA

EXECUTED AS A DEED BY  
JAMES EDWARD OURY  
in the presence of:

)  
)  
)  
J.E. Oury

Julie Lynette Biddan

Witness Signature

Witness Name Julie Lynette Biddan

Address 10 Town Plaza

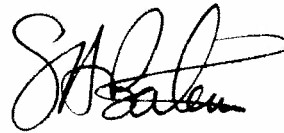
Durango CO 81301

Occupation Customer Service Representative

CONTINUATION SECTION 106 AGREEMENT IN RELATION TO 10 JOHN STREET  
LONDON WC1N 2EB

EXECUTED as a Deed  
By SANTANDER UK PLC  
By STEPHEN BATEMAN.  
in the presence of:-

)  
)  
)  
)



Lisa Mahon LISA MAHON  
Santander Corporate & Commercial Banking

1st Floor  
121 St Aldates  
Oxford OX1 1HB

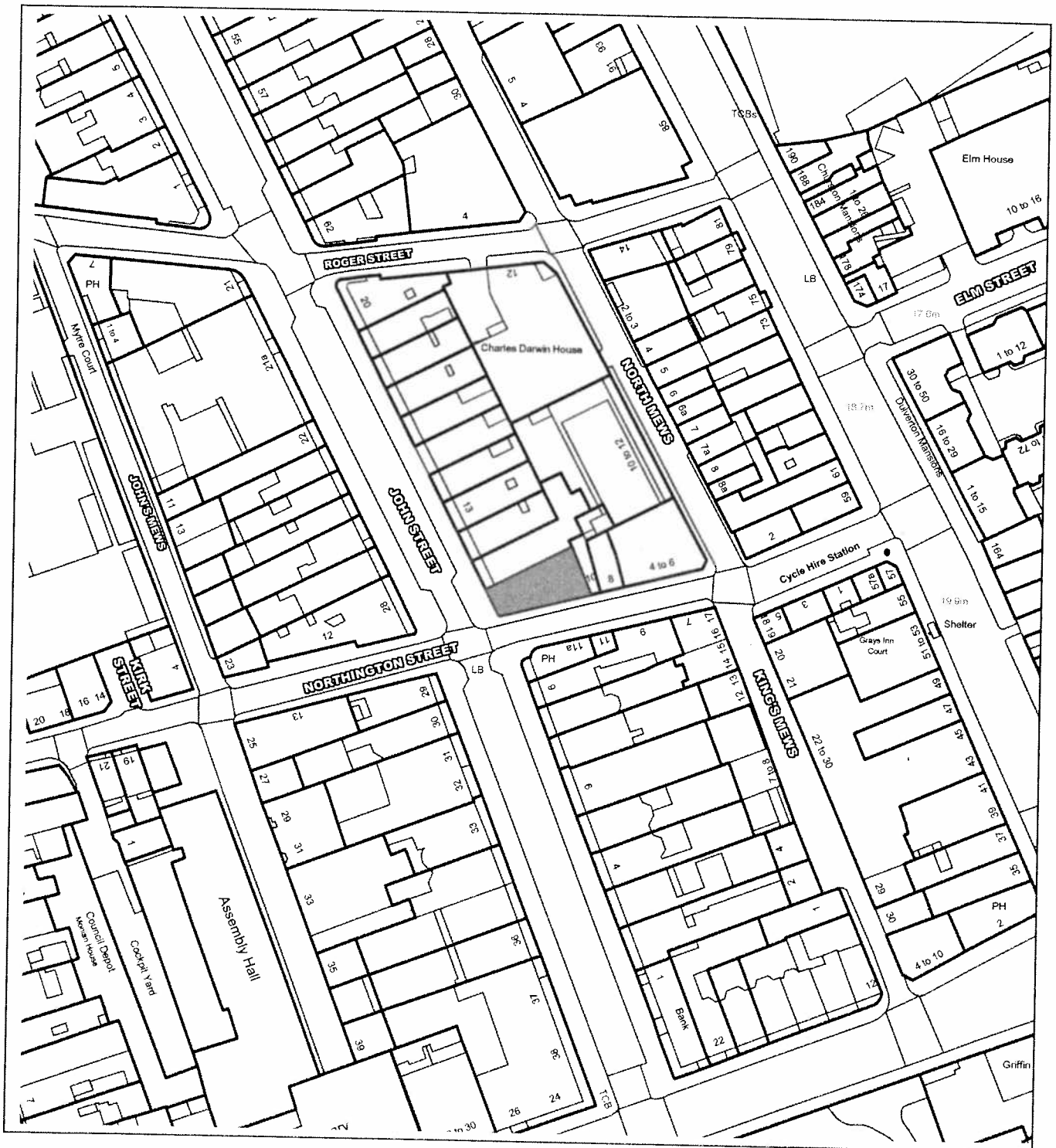
THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-

)  
)  
)  
)

R Alexander  
Authorised Signatory



# 10 John Street London WC1N 2EB



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R. Alexander



Danks Badnell Architects Ltd.  
Danks Badnell Architects Ltd.  
Kings Stables  
3-4 Osborne Mews  
Windsor  
SL4 3DE

Application Ref: **2015/2037/P**

19 November 2015

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:  
**10 John Street**  
**London**  
**WC1N 2EB**

Proposal:  
Change of use of building from office (Class B1a) to a 5 bedroom dwelling (Class C3)  
Drawing Nos: 15/15/01; 15/15/02A; 15/15/03; 15/15/10; 15/15/11.

**DECISION**  
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: 15/15/01; 15/15/02A; 15/15/03; 15/15/10; 15/15/11.

Reason:

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

Informative(s):

- 1 Reasons for granting permission

Policies CS8 and DP13 of the LDF seek to protect employment space in the borough by retaining land and buildings that are suitable for continued business and resisting the loss of office space, unless it can be demonstrated to the Council's satisfaction that a building is no longer suitable for its existing business use and there is evidence that the possibility of retaining, reusing or redeveloping the site or building for similar or alternative business use has been fully explored over an appropriate period of time. When it can be demonstrated that a site is not suitable for any business use other than B1(a) offices, the Council may allow a change to permanent residential use.

The building was originally built as a residential dwelling and the Loss of Employment Statement submitted with the application outlines reasons why the building is unsuitable for continued B1(a) use (layout and flexibility; building services; disabled access; parking and servicing; structural limitations). The Report includes 2 letters from local estate agents confirming that the building is not suitable for commercial occupation as it cannot compete with modern, purpose-built accommodation.

The Marketing Report submitted with the application highlights that the application building provides 420sqm of lettable space, which equates to 60% of the gross internal floor area. The Report notes that, on 28/10/2015, a commercial lettings website was advertising over 1,500,000sqft of office space within 1 mile of the application site; however, the true figure is likely to be circa 800,000sqft. The Report also refers to the major office development at Kings Cross, where 850,000sqft of office space will shortly be available. The report concludes that the loss of office space at 10 John Street will not have a harmful impact on the local supply of B1(a) office space.

A number of other buildings on John Street have been converted back to residential use in recent years (most recently No. 12 in 2014) and planning permission was previously granted for a change of use of No. 10 from office use to use as a single family dwellinghouse in 2007, but the permission was not



implemented.

The application site has a Public Transport Accessibility Level (PTAL) of 6b and is within a Controlled Parking Zone (CA-D). Policy DP18 expects development to be car free in the Central London Area. This permission is therefore subject to a legal agreement to ensure the dwelling will be car free.

There are no extensions or additional windows proposed. As such, the change of use to residential, in a street that contains a mixture of offices and residential dwellings, is not considered to create any significant amenity issues, in accordance with Policies CS5 and DP26.

The proposed new dwelling would provide a good standard of residential accommodation in terms of layout; space and room sizes; storage and utility spaces; daylight and sunlight; privacy and security; and noise, in accordance with Policies CS6 and DP26. The proposed new dwelling will not benefit from any outdoor amenity space; however, this is not possible due to the constraints of the application site and the nature of the building.

No objections have been raised in relation to the works. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses; and considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

- 2 The proposed development is in general accordance with Policies CS1, CS5, CS6, CS8, CS9, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP6, DP13, DP17 DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with Policies 3.3, 3.4, 3.5, 4.2, 5.1, 5.2, 6.9, 6.10, 6.13, 7.4 and 7.8 of the London Plan 2015; and the provisions of paragraphs 14, 17, 29-41, 47-55, 56-66 and 126-141 of the National Planning Policy Framework 2012.
- 3 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).
- 4 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.

- 5 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 6 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.

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



DATED

2 February

2016-  
2015

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JAMES EDWARD OURY

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