

DATED

31st

May

2015/6

**(1) DERWENT CENTRAL CROSS LIMITED**

-and-

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

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**DEED OF VARIATION**

Relating to the Agreement dated 22 September 2011  
Between Derwent Central Cross Limited, Eurohypo Aktiengesellschaft and the Mayor and  
the Burgesses of the London Borough of Camden under section 106 of the Town and  
Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980  
Relating to development at premises known as

**Central Cross, 18-30 Tottenham Court Road, London W1T 1BL**

**Deed Amending: Highways Works and Stopping Up Order**

**Planning Reference: 2011/1069/P**

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Andrew Maughan  
Head of Legal Services  
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London WC1H 9LP

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CLS/COM/CJ/1781.277  
final



THIS AGREEMENT is made on the *31st* day of *May* 2015/6

**BETWEEN**

1. **DERWENT CENTRAL CROSS LIMITED** (Co. Regn. No.07320070) whose registered office is at 25 Savile Row, London W1S 2ER (hereinafter called "the Owner")
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

**WHEREAS:**

- 1.1 The Council, Derwent Central Cross Limited and Eurohypo Aktiengesellschaft entered into an Agreement dated 22 September 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL355996 and which is no longer subject to a charge.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Council is the local planning authority for the purposes of the Act 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 Deed of Variation.
- 1.5 The parties recognise that changes are required to the Highways Contribution and also agree that orders are necessary for the stopping up of part of the highway adjacent to the Property and to reflect these changes the parties have agreed to enter into this Deed of Variation.
- 1.6 This Deed of Variation is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.



1.7 Without prejudice to the terms of the other covenants contained in the 2011/1069/P Agreement the parties hereto have agreed to vary the terms of the 2011/1069/P Agreement as hereinafter provided.

## 2. **INTERPRETATION**

2.1 All words and phrases defined in the 2011/1069/P Agreement shall have the same meaning in this Deed of Variation save where the context otherwise dictates and for the avoidance of any doubt the 2011/1069/P Agreement shall remain in full force and effect save as varied by this Deed of Variation.

2.2 In this Deed of Variation the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.2.1 "2011/1069/P Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980 dated 22 September 2011 made between the Council, Derwent Central Cross Limited and Eurohypo Aktiengesellschaft concerning the development described in planning permission referenced 2011/1069/P

2.3 Headings are for ease of reference only and are not intended to be construed as part of this Deed of Variation and shall not be construed as part of this Deed of Variation and shall not effect the construction of this Deed of Variation.

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

2.5 References in this Deed of Variation to the Owner shall include its successors in title.

### 3. VARIATION TO THE 2011/1069/P AGREEMENT

3.1 The definition of "the Highways Contribution" at clause 2.8 of the 2011/1069/P Agreement shall be varied as follows:

(a) the sum stated in the first three lines of the 2011/1069/P Agreement:

*£17,184.23 (seventeen thousand one hundred and eighty four pounds and twenty-three pence)*

Shall be replaced by:

*£62,584.23 (sixty two thousand five hundred and eighty four pounds and twenty-three pence)*

(b) the following item shall be added to the list comprising the Highways Works:

*(x) any other works required as a direct result of the Stopping Up Order*

3.2 The following definitions shall be added to the 2011/1069 Agreement:-

2.20 "Stopping Up Order" *an order stopping up that part of the Public Highway on Stephen Street and Gresse Street which is overhung by the Property"*

2.21 "Stopping Up Order  
"Contribution" *the sum of £23,100 (twenty three thousand one hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Stopping Up Order*

3.3 The following clause shall be added to the 2011/1069/P Agreement:-

**4.4 STOPPING UP ORDER**

4.4.1 *To pay to the Council the Stopping Up Order Contribution in full on or before the date of this Deed of Variation.*

4.4.2 *To liaise with statutory undertakers over the diversion of any plant that may be required and to pay all costs for the same.*

4.4.3 *In the event of a public inquiry being held in relation to the Stopping Up Order the Council may provide to the Owner a certificate specifying the Council's reasonably incurred costs of appearance at that public inquiry ("the Public Inquiry Costs Certificate") PROVIDED THAT the Council must liaise with the Owner and provide updates as to any costs incurred by the Council in relation to appearance at any public inquiry.*

4.4.4 *The Owner shall pay the sum specified in any Public Inquiry Costs Certificate within 28 days of the issuing of the said certificate.*

**4. PAYMENT OF INCREASED HIGHWAYS CONTRIBUTION**

4.1 On or before the date of this Deed of Variation the Owner shall pay to the Council the sum of £45,400 being the difference between the original Highways Contribution in the 2011/1069/P Agreement (£17,184.23) as paid to the Council by the Owner (receipt of which is acknowledged) and the increased sum as amended by this Deed of Variation (£62,584.23)

**5. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

5.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Deed of Variation.

6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed of Variation shall be registered as a Local Land Charge

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

**EXECUTED AS A DEED BY** )  
**DERWENT CENTRAL CROSS LIMITED** )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary *216*

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

*J. Alexander*  
.....  
Duly Authorised Officer







DATED

31st May

2015/6

(1) DERWENT CENTRAL CROSS LIMITED

-and-

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

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