

DATED

8 December

2016

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

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
19 JOHN STREET HOLBORN LONDON WC1N 2DL
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

1781.931



THIS AGREEMENT is made the 8th day of December 2016

BETWEEN:

1. **GFZ PROPERTIES LIMITED** (Co. Regn. No.08364698) whose registered office is at 2 St. Andrews Place, Southover Road, Lewes BN7 1UP (hereinafter called "the Owner") of the first part
2. **EFG PRIVATE BANK LIMITED** (Co Regn. No. 2321802) whose registered office is at Leaconfield House, Curzon Street, London W1J 5JB (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 237247.
- 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 23 May 2016 and the Council resolved to grant permission conditionally under reference number 2016/2867/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 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 granted and to be registered under title number 237247 dated 23 August 2016 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" conversion of the existing office into 4 Bed family dwelling following the demolition and erection of three storey closet wing extension between ground and second floor for a new lift enclosure, lowering of the vaults at basement level, installation of metal balustrade for new terrace at first floor level and installation of retractable rooflight to provide a new terrace at 3rd floor level as shown on drawing numbers: P_00, P_01 REVA, P_02 Rev A, P_03, P_04 Rev A, P_05, P_06 Rev A, P_07, D_08 Rev A, P_09, D_10, P_11, D_12 Rev A, P_13 Rev B, P_14, P_15 Rev A, P_16 internal elevation, P16 Section E-E, D_08 Rev A, D_10, D_12 Rev A, D_13 Rev B, Door Schedule Rev A, Window Schedule Rev A, Loss of Employment - Montague Evans dated 12 August 2016, Daylight and Sunlight Report - Malcolm Hollis dated 18th August 2016, Sustainability Report from CUNDALL dated 22.04.2016, Marketing Statement from Farebrother Planning dated 16 August 2016 & Design and Access Statement Dated March 2016 from MAREK WOJCIECHOWSKI ARCHITECTS.

- 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 and the Owner
- 2.7 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 23 May 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/2867/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 19 John Street London WC1N 2DL 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

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 and 7 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 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

4.4 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 and 4.2 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 Development 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 planning reference 2016/2867/P the date upon which the Development will be 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 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, Judd Street, London WC1H 9LP quoting the planning reference number 2016/2867/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 nor 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 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 **RIGHTS OF THIRD PARTIES**

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

EXECUTED AS A DEED BY)
GFZ PROPERTIES LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

.....


Director

.....


Director/Secretary

EXECUTED AS A DEED BY)
EFG PRIVATE BANK LIMITED)
by)
in the presence of:)
)

[Handwritten Signature]
.....
Assistant Director

[Handwritten Signature]
.....
Director

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

[Handwritten Signature]
.....
Authorised Signatory



19 John Street London WC1N 2DL



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Mr Tim Blackwell
MWA
66-68 Margaret Street
London
W1W 8SR

Application Ref: **2016/2867/P**Please ask for: **Obote Hope**

Telephone: 020 7974 2555

26 August 2016

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
19 John Street
London
WC1N 2DL

DECISION

Proposal:

Conversion of the existing office into 4 Bed family dwelling following the demolition and erection of three storey closet wing extension between ground and second floor for a new lift enclosure, lowering of the vaults at basement level, installation of metal balustrade for new terrace at first floor level and installation of retractable rooflight to provide a new terrace at 3rd floor level.

Drawing Nos: D_13, P_1, P_02 REVA, P_03, P_04 REVA, P_05, P_06 REVA, P_09, P_14, P_15 REVA, P_16, P_17, Letter from Montague Evans dated 12 August 2016, Daylight and Sunlight Report dated 18th August 2016, Statement from CUNDALL dated 22.04.2016, Marketing Statement from Farebrother Planning dated 16 August 2016 & Design and Access Statement Dated March 2016 from MAREK WOJCIECHOWSKI ARCHITECTS.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

Executive Director Supporting Communities



- 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans D_13, P_1, P_02 REVA, P_03, P_04 REVA, P_05, P_06 REVA, P_09, P_14, P_15 REVA, P_16, P_17, Letter from Montague Evans dated 12 August 2016, Daylight and Sunlight Report dated 18th August 2016, Statement from CUNDALL dated 22.04.2016, Marketing Statement from Farebrother Planning dated 16 August 2016 & Design and Access Statement Dated March 2016 from MAREK WOJCIECHOWSKI ARCHITECTS.

Reason:

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

Informative(s):

- 1 Reasons for granting permission

The proposed change of use from office (Class B1) to a dwelling house (Class C3) use is considered to be acceptable in principle. The proposal is in line with the accompanying Para 13.3, which stipulates suitable conditions where the loss of an employment use and conversion to residential use would be permitted. The age, layout, investment, demand, vacant status and Grade II listed status.

The marketing evidence submitted includes the condition and feasibility measures for the use as offices or small to medium enterprises (SME) would not be viable. The applicant has submitted a statement setting out how the proposal meets the aims of policy DP13. This states that the character of the surrounding street is generally residential, with the application site being originally in 'office use' use. Nos. 15 and 16 John Street have both been granted permission to convert from office to single dwellings over the past four years (refs. 2013/7509/P, 2013/3923/P and 2012/5456/P respectively). The applicant has submitted a statement for the loss of employment and justification reasoning behind the lack of advertised marketing research; due to the buildings existing constraints in providing suitable

commercial occupation.

The provision of additional residential floorspace within the Borough is also strongly supported by Policies CS6 and DP2, which identify housing as the priority land use for the Borough and highlight the need to maximise the supply of housing. As such, the overall conversion is considered acceptable.

The proposed demolition and erection of a new rear extension, rebuilding of part of the closet wing and along with removal of the current air conditioning units are all acceptable. However, some element would be secured by a condition. The proposed for the terrace at roof level has been revised and has been designed to minimise the loss of historic fabric, the terrace at first floor level is considered acceptable in design and appearance and the internal alteration proposed to the lower-ground and third floor were revised following officer's comment and are considered to preserve the historic fabric of the host building.

The quality of residential accommodation is considered to be of good standard, meeting the minimum national space standards. The Daylight & sunlight assessment submitted with the application demonstrates that acceptable standards of the light in all the habitable rooms, including the lower ground floor habitable rooms that passed Average Daylight Factor (ADF) ratings test, would be provided.

The impact on neighbouring amenity is considered to be within acceptable levels complying with policy DP26. The roof and first floor terraces are positioned and angled to an extent that privacy of neighbouring properties would not be unduly harmed. The roof terrace would be centrally located and would not give rise to the loss of privacy or overlooking.

Neighbouring properties have been consulted, a site notice displayed and a public notice published in the local press. No objection has been received at the time of writing. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the listed buildings and Conservation Area Act 1990 as amended by the enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development would not harm the character and design of the site within its location and is considered to accord with policies CS1, CS5, CS6, CS10 and CS14 of the London Borough of Camden Local development Framework Core Strategy, and policies DP13, DP5, DP13, DP16, DP19, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

2 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).

- 3 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.

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.

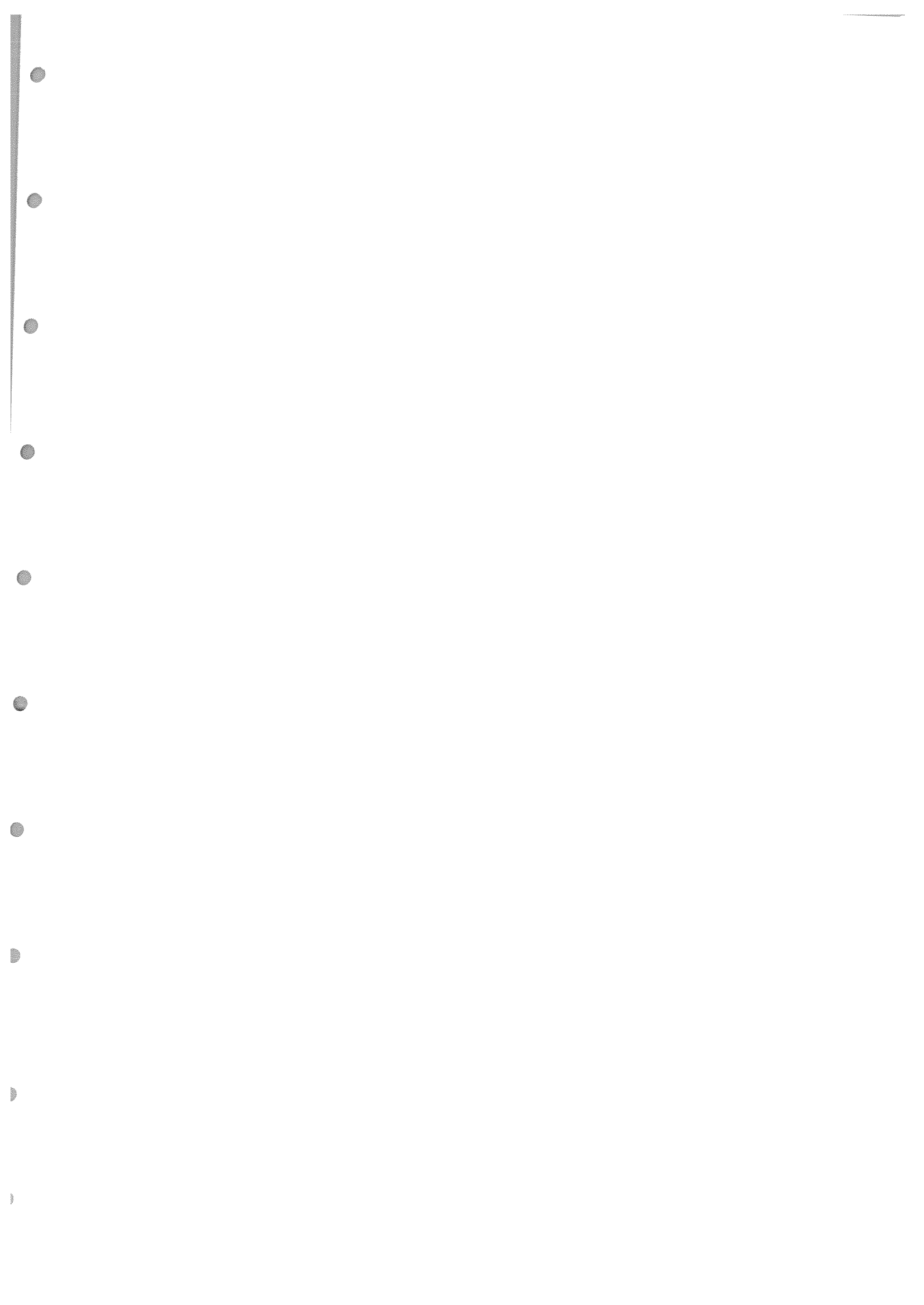
You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Executive Director Supporting Communities

DECISION



DATED 8 December 2016

(1) GFZ PROPERTIES LIMITED

and

(2) EFG PRIVATE BANK LIMITED

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
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pursuant to Section 106 of the Town and Country Planning
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