

DATED 18TH JUNE 1999 1999

FROGMORE DEVELOPMENTS LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as
88-93 High Holborn WC1
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
and Section 278 Highways Act 1980

Alison Lowton
Acting Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 413 4444
Fax: 0171 860 5659

envsec2/AIDEN/106-Highh2



1999

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THIS AGREEMENT is made the 17th day of June 1999

B E T W E E N:

1. FROGMORE DEVELOPMENTS LIMITED whose registered office is situate at 34 North Row Mayfair London W1A 2JZ (hereinafter called "the Owner ") of the first part
2. THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1. The Owner is registered at HM Land Registry with Title absolute under Title Numbers NGL 390561 and NGL 697436 as the freehold proprietor of the Property.
- 1.2. The Council is the local planning authority for the purposes of the Act and the highway authority for the purposes of Section 278 of the Highways Act 1980.
- 1.3. The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4. A Planning Application in respect of the Property was submitted to the Council on 14th August 1998 and granted permission conditionally subject to a legal agreement under reference number PS 9804466R1 .
- 1.5. The Council consider 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.
- 1.6. For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- 1.7. The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission of even date herewith and subject to the covenants undertakings and restrictions herein contained
- 1.8. Save for the provisions of Clauses 12 13 and 14 of this Agreement which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the Implementation Date.

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 by the Planning and Compensation Act 1991)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980
- 2.3 "the Application" the planning application submitted by Gensler & Associates, Roman House, Wood Street, London EC2Y 5BA and given reference number PS 9804466R1
- 2.4 "the Development" Amendment to Planning Permission PL 9501729R1 for demolition and redevelopment of ground floor plus seven storey (B1) office with part (A1) retail at ground floor level and vehicular access to the rear landing to the basement car park as shown on drawing nos A/B-b, LG-b, G-b, 01-b, 02-b, 03-b, 04-b, 05-b, 06-b, 07-b, 08-b, 20-b, 22-b, 30-b and 31-b.
- 2.5 "the Property" Burne/Sunley House, 88-93 High Holborn London WC1 which for the purposes of identification only is shown edged red on the plan attached hereto.
- 2.6 "the Implementation Date" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act
- 2.7 "Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto in respect of the Property

2.8 "the Residents
Association"

the Red Lion Tenants and
Residents Association

2.10 "the Working Group"

a working group the objectives of which shall be to liaise, discuss advise and where appropriate make recommendations to the Owner on any issue relating to good working practices with a view to minimising disruption and the environmental effect of activity arising out of the construction phase of the Development until its completion including (but without prejudice to the generality of the foregoing):-

- (a) demolition programme and construction programme
- (b) procedures for notifying local residents business occupiers in advance of major operations and taking steps to minimise disruption
- (c) details of material, delivery schedules and any necessary road closures or other amendments to normal traffic arrangements and steps to be taken to minimise disruption
- (d) identification of a representative of the Owner to be a contact for local people to refer to (the name of such person to be publicised in the local community)
- (e) details of measures to be taken to maintain tidiness and to minimise noise during the construction phase of the Development.

NOW THIS DEED WITNESSETH as follows:-

3. 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 and against any person deriving title to the Property from the Owner.
4. This Agreement is entered into pursuant to Section 278 of the Highways Act 1980 and Section 106 of the Act and each of the obligations created by this Agreement constitutes a planning obligation for the purposes of the said Section 106.
5. It is hereby agreed between the parties that save for the provisions of clauses and below which shall come into effect on the date hereof and covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date
6. The Council hereby agrees to grant the Planning Permission on the date hereof
7. No person shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
8. If the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect
9. THE OWNER hereby covenants with the Council:-
 - 9.1 That throughout the construction phase of the Development ("the Construction Phase")
 - (a) The Owner shall at its own expense use all reasonable endeavours to establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the Construction Phase ;
 - (b) The Owner shall invite the following to become members of the Working Group;
 - i) two representatives of the Residents Association
 - ii) a representative of the Council's Environment Department

- iii) any other person or body nominated by the Council whom the Council reasonably considers has a legitimate interest in the Construction Phase.
- (c) The Owner shall at its own expense procure that its project manager (and any other appropriate professional representatives) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Owner shall provide suitable facilities for the meetings of the Working Group and shall (unless otherwise agreed in writing with the Council) use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month throughout the Construction Phase (the Owner to use reasonable endeavours to ensure that the first such meeting is held three months prior to the Implementation Date) or at shorter intervals should the Council (having regard to the progress of the Construction Phase) reasonably require this.
- (e) The Owner shall give seven days written notice of each meeting of the Working Group to all members of the Working Group.
- (f) The Owner shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner to all members of the Working Group within seven days of each meeting)
- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause (d) above.
- (g) In the event of the Working Group voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase for the purposes of relieving damage to amenity, the Owner shall (where practicable and subject to such recommendation not entailing unreasonable expense) use all reasonable endeavours to give effect to implementing such recommendation and in the event of the recommendation not being adopted by the Owner the Owner shall provide the Working Group written reasons as to why this is the case.

- (h) The Owner shall provide a 24 hour telephone complaints service that shall be available to local residents between the hours of 8:00am and 8:00pm (and thereafter for the remainder of the twenty four hour period to a nominated representative of the Residents Association) and the Owner shall use all reasonable endeavours to deal with such complaints and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a weekly basis about any such complaints received during the Construction Phase and action taken in respect of them.)
- (i) The Owner shall use all reasonable endeavours to ensure that the Construction Phase shall be undertaken and managed in strict accordance with the Council's Considerate Contractor Manual and in the event of non compliance with the Council's Considerate Contractor Manual the Owner shall take any steps reasonably required by the Council to remedy such non compliance.
10. The Owner covenants with the Council that full reasonable costs of repair to the public highway around the Property required as a consequence of the Development shall be borne by the Owner and to include the full cost of replacement of any street trees with trees of comparable quality all such costs to be paid to the Council by the Owner in full within 14 days of written demand thereof such costs to be determined by the Council acting in its reasonable discretion.
11. The Owner hereby covenants with the Council that it will carry out all works authorised under the Planning Permission in their entirety.
12. The Owner agrees declares and covenants with the Council that it will observe and perform the conditions restrictions and other matters mentioned herein.
13. The Owner covenants with the Council that it will not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement.
14. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-
- 14.1 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity

- 14.2 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: CLS/ENV/APB) the Council of the London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP and any notice to the Owner addressed to its registered office for the time being.
- 14.3 This Agreement shall be registered as a Local Land Charge
- 14.4 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement
- 14.5 The Owner hereby covenants with the Council that it will within 28 days from the date hereof lodge its Land Certificates in relation to the Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the Property .
- 14.6 Upon compliance by the Owner with the Owners obligations under clause of this Agreement the Council shall upon written notice from the Owner within 28 days
- i) procure the cancellation (at the expense of the Owner) of the entries at HM Land Registry mentioned in Sub-Clause 14.5 hereof and;
 - ii) procure the cancellation (at the expense of the Owner) of the entries in the Local Land Charges Register relating to this Agreement registered pursuant to Sub-Clause 14.3 hereof.

IN WITNESS whereof the Owner and the Council have caused their respective common seals to be affixed the day and year first above written.

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

Mania Anwar



THE COMMON SEAL OF THE FROGMORE
DEVELOPMENTS LIMITED was hereunto
affixed in the presence of:-



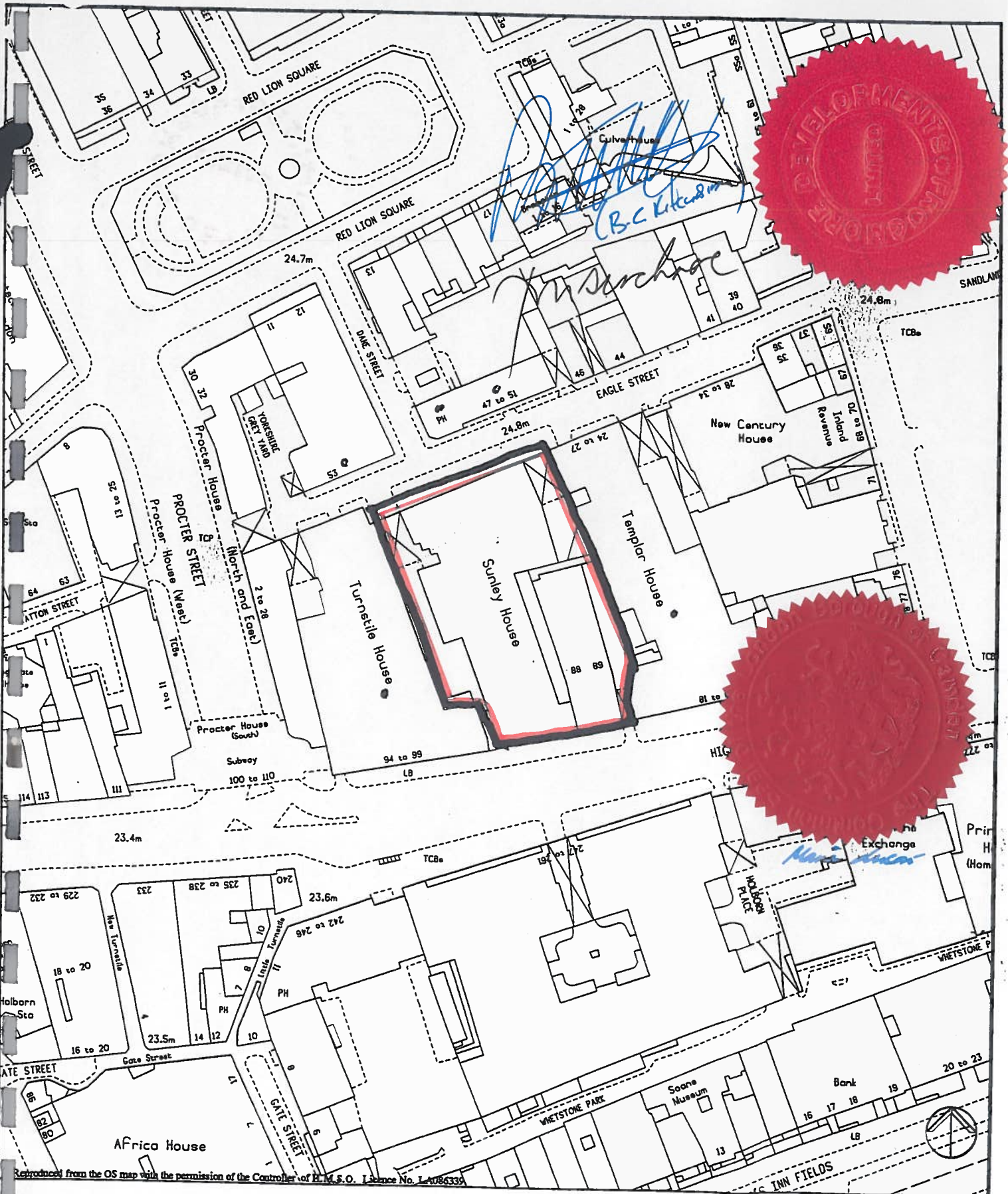
Director

[Handwritten signature] (B. C. Kitching)

Secretary

[Handwritten signature]





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London Borough of Camden

Environment Department

Town Hall Extension

Argyle Street Entrance

London WC1H 8EQ

88-93 HIGH HOBROW.

Date: 22-May-1998

Scale: 1 : 1250

79/58

End of Report



**Development Control
Planning Services**
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND
Tel 0171 278 4444
Fax 0171 314 1975

Gensler Architects Ltd.,
FAO. Jose Sirera,
Roman House
Wood Street
LONDON
EC2Y 5BA

Application No: PS9804466R1
Case File: N15/23/G

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address :
Burne/Sunley House, 88-93 High Holborn, WC1

Date of Application : 14/08/1998

Proposal :
Amendment to planning permission register number PL9501729R1 for demolition and re-development of ground floor plus seven storey (B1) office with part (A1) retail at ground floor level and vehicular access to the rear leading to the basement car park.
As shown on drawing nos. A1.B-b; LG-b; G-b; 01-b; 02-b; 03-b; 04-b; 05-b; 06-b; 07-b; 08-b; 20-b; 22-b; 30-b; and 31-b.

The Council has considered your application and decided to grant permission subject to the following conditions:

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

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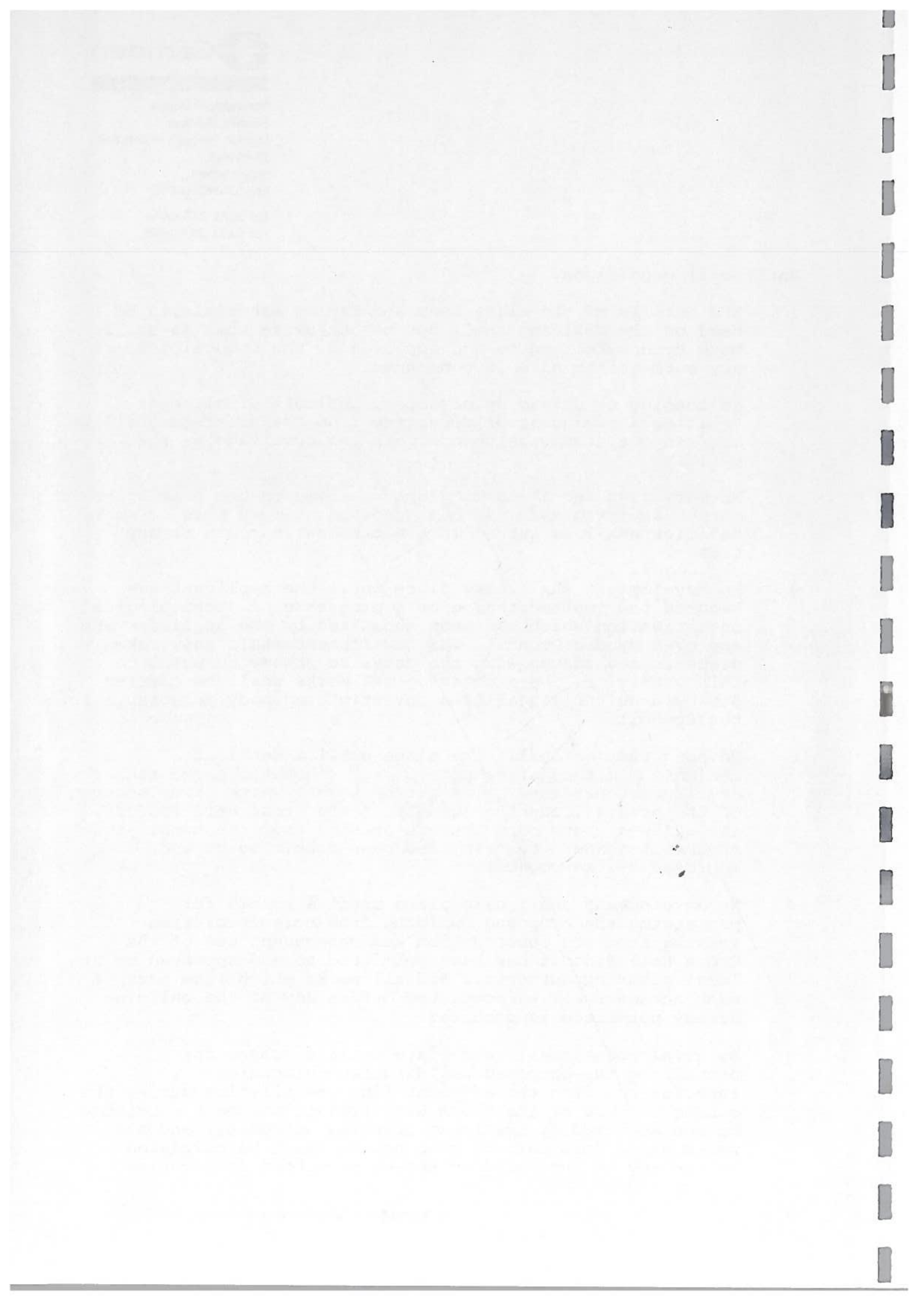
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London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND
Tel 0171 278 4444
Fax 0171 314 1975

Additional conditions:

- 1 The details of the elevations and facing materials to be used on the building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced.
- 2 No loading or unloading of goods, including fuel, by vehicles arriving at or departing from the premises shall be carried out otherwise than within the curtilage of the building.
- 3 No more than the 17 parking spaces shown on the drawings hereby approved shall be provided and no more than 17 motor vehicles shall be parked in the basement carpark at any time.
- 4 No development shall take place until the applicant has secured the implementation of a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.
- 5 No construction shall take place until a detailed design and method statement for all foundations and other development proposed below ground level, which takes account of the proposed running tunnels of the Cross Rail Project including any ground movements arising from the construction of the Cross Rail tunnels, has been submitted to and approved by the Council.
- 6 No development shall take place until a scheme for protecting the proposed building from noise/vibration arising from the construction and subsequent use of the Cross Rail Project has been submitted to and approved by the local planning authority; and all works which form part of such scheme shall be completed before any of the building hereby permitted is occupied.
- 7 No development shall take place until a scheme for protecting the proposed building from electrical interference from the adjacent line installation during the subsequent use of the Cross Rail Project has been submitted to and approved by the local planning authority; and all works which form part of such scheme shall be completed before any of the building hereby permitted is occupied.



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- 8 The applicant shall so design this building that no material, or power source used either in the construction or operation of the building or produced within the building can cause or result in any adverse effect on the construction or operation of Crossrail.

Reasons for additional conditions:

- 1 To ensure that the Council may be satisfied with the external appearance of the building.
- 2 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.
- 3 So that the Council may be satisfied that its policies in respect of the provision of car parking space is followed.
- 4 Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development.
- 5-8 So that the Council and the Cross Rail Project Team may be satisfied that the proposed Crossrail Project is adequately safeguarded.

Informatives (if applicable)

- 1 The Council's Streets Management Engineering Group should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street London WC1H 8EQ, (tel: 071-278 4444).
- 2 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Streets Management, Traffic Management Section, Service (tel: 071-860 5629) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 3 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and

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The following table shows the number of persons who were employed in the various occupations in the United States in 1960. The total number of persons employed in all occupations was 67,000,000.

1. Manufacturing and construction 20,000,000
2. Retail trade 10,000,000
3. Wholesale trade 5,000,000
4. Transportation and communication 5,000,000
5. Public administration 3,000,000
6. Services 15,000,000
7. Agriculture, forestry, and fishing 9,000,000

8. Health, education, and social services 10,000,000
9. Government 3,000,000
10. Unemployed 12,000,000

The following table shows the number of persons who were employed in the various occupations in the United States in 1950. The total number of persons employed in all occupations was 55,000,000.

1. Manufacturing and construction 15,000,000
2. Retail trade 8,000,000
3. Wholesale trade 4,000,000
4. Transportation and communication 4,000,000
5. Public administration 2,000,000
6. Services 12,000,000
7. Agriculture, forestry, and fishing 10,000,000

8. Health, education, and social services 8,000,000
9. Government 2,000,000
10. Unemployed 10,000,000

The following table shows the number of persons who were employed in the various occupations in the United States in 1940. The total number of persons employed in all occupations was 45,000,000.

1. Manufacturing and construction 12,000,000
2. Retail trade 7,000,000
3. Wholesale trade 3,000,000
4. Transportation and communication 3,000,000
5. Public administration 1,000,000
6. Services 10,000,000
7. Agriculture, forestry, and fishing 12,000,000
8. Health, education, and social services 6,000,000
9. Government 1,000,000
10. Unemployed 8,000,000

**Development Control
Planning Services**
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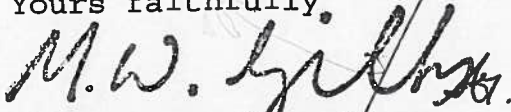
Tel 0171 278 4444
Fax 0171 314 1975

duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain licences for any part of the structure which overhangs the public highway (including footway). Licences may be obtained from the Council's Highways Section located at Camden Town Hall, Argyle Street, WC1H 8EQ. (tel: 0171-278 4444).

This application was dealt with by Simon Hoets on 0171 860 5525.

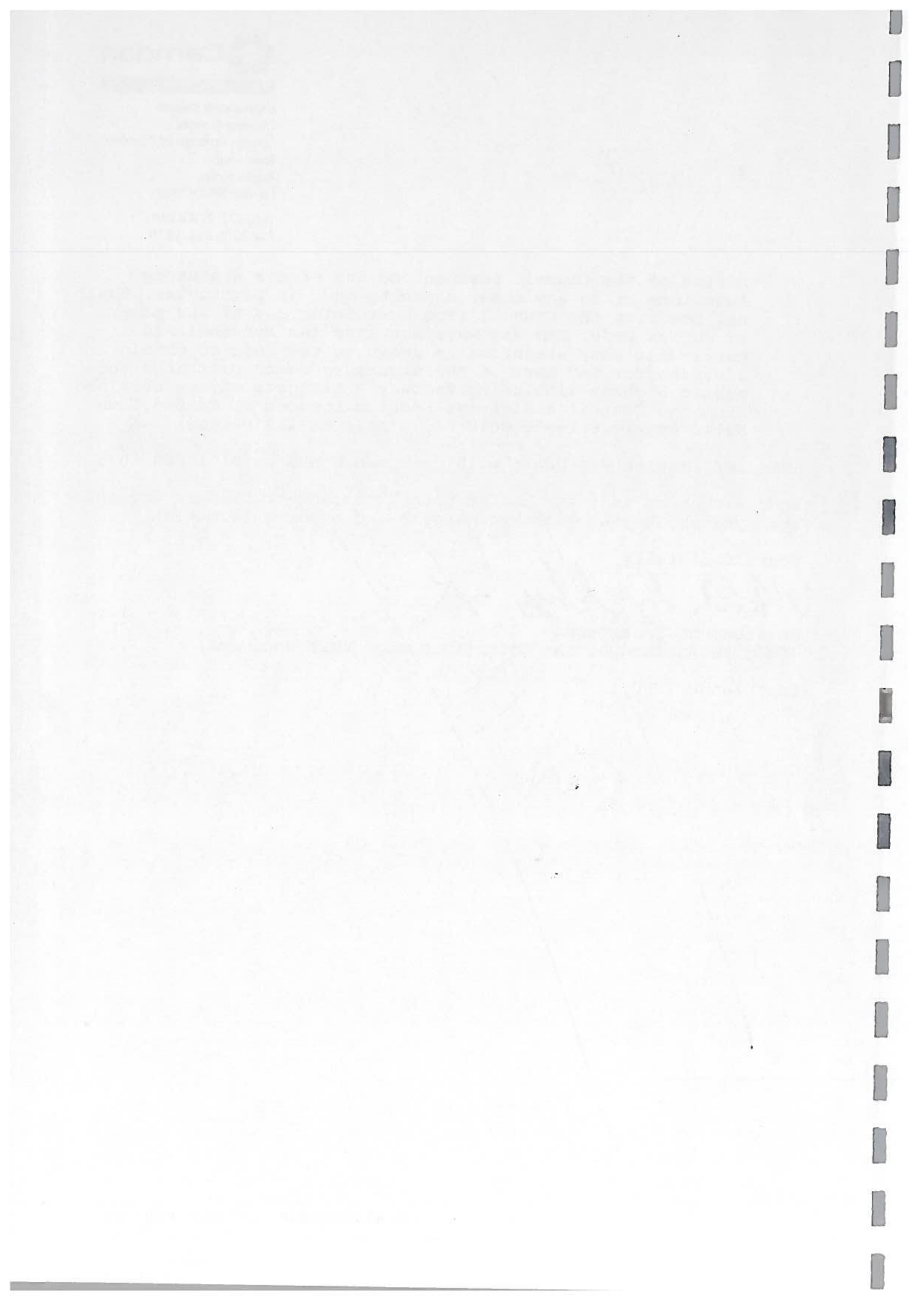
Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully,



Environment Department
(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU



STATEMENT OF APPLICANTS RIGHT OF APPEAL FOLLOWING REFUSAL OF PLANNING PERMISSION OR GRANT OF PERMISSION SUBJECT TO CONDITIONS, AND OTHER INFORMATION

1. Appeals to the Secretary of State

If you are unhappy about the Council's decision to refuse planning permission or to grant permission subject to conditions, you may appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.

You must appeal within 6 months of the date of the decision notice using a form which is only available from The Planning Inspectorate at Tollgate House, Houlton Street, Bristol BS2 9DJ.

The Secretary of State can allow a longer period for giving notice of an appeal, but will not usually use this power unless there are special circumstances which excuse any delay in giving notice of appeal.

2. Purchase Notices

If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been, or would be, permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

3. Compensation

In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal or on reference of the application to him. These circumstances are set out in Section 108 and related provisions of the Town and Country Planning Act 1990.

4. Further Information

This permission is given subject to the time limit conditions imposed by the Town and Country Planning Act 1990 and general statutory provisions in force in the area and nothing herein shall be regarded as dispensing with such compliance or be deemed to be a consent by the Council thereunder.

Your attention is drawn to the London Building Acts 1930-39 (as amended), and the Building Regulations 1985 which must be complied with to the satisfaction of the Council's Streets Management -

Building Control Section, 6th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ (tel: 0171 278 4444).

I would also remind you that the Council's permission does not modify or affect any personal or restrictive covenants, easements, etc. applying to, or affecting, either this land or the rights of any persons (including the London Borough of Camden) entitled to the benefit thereof or holding an interest in the property concerned in this development or in any adjoining property.

Applicants are advised to consult Streets Management Engineering Group, 4th Floor, Camden Town Hall, Argyle Street, London WC1H 8EQ, regarding any works proposed to above, or under any carriageway, footway or forecourt.

A PLANNING PERMISSION DOES NOT CONSTITUTE A LISTED BUILDING CONSENT OR A CONSERVATION AREA CONSENT

NEW YORK
CONGREGATIONAL



DATED

18TH JUNE

1998

FROGMORE DEVELOPMENTS LTD

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as 88-93 High
Holborn WC1 pursuant to Section 106
of the Town and Country Planning Act
1990 (as amended) and Section 278
Highways Act 1980

Alison Lowton
Acting Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 413 4444
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envsec2/AIDAN/106-highh2