

DATED 23 FEBRUARY 1993

PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED

- and -

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

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A G R E E M E N T

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Relating to Garage and Depot Building at Burton Place and the  
Warehouse Building at 17 Burton Street WC1

Ref: LEGAL/PLANNING/INPC

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
One thousand nine hundred and ninety-three B E T W E E N  
PADDINGTON CHURCHES HOUSING ASSOCIATION LIMITED whose  
registered office is situated at Canterbury House Canterbury  
Road London (hereinafter called "the Owner") of the first  
part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF  
CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter  
called "the Council") of the second part and  
BANK PLC of \_\_\_\_\_  
(hereinafter referred to as the Chargee) of the third part

WHEREAS

1.1 By a Transfer dated the 11th day of December 1992  
the freehold in the land and premises known as Burton Place  
and 17 Burton Street (hereinafter called "the land") the  
boundaries whereof are delineated for the purpose of  
identification only on the plan annexed hereto and thereon  
edged blue was transferred to the Owner

1.2 The Council is the local planning authority for the  
purposes of the Town and Country Planning Act 1990 as amended  
(hereinafter called "the Act")

1.3 A planning application was submitted to the Council  
on the 1st July 1992 and was given reference number 920065  
(hereinafter called "the Application") for planning  
permission for the redevelopment of the land for the  
provision of 59 social housing units (hereinafter called "the



Development") and a related application for Conservation Area Consent (reference No 9260077) was also submitted by the Owner to the Council (hereinafter jointly called "the Application")

1.4 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

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act as substituted by the Planning and Compensation Act 1991

1.6 The Council has resolved to grant planning permission and Conservation Area Consent upon the Application subject to the conditions set out in the Planning Permission and Conservation Area Consent attached hereto (hereinafter called "the Planning Permission and the Conservation Area Consent") and subject to the covenants undertakings and restrictions herein contained

1.7 Save for the provisions of Clauses 3.3, 3.4, 3.9 and 3.10 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the date (hereinafter called "the Implementation Date") of the implementation of the Development by the

carrying out of a material operation as defined in Section 56 of the Act

NOW THIS DEED WITNESSETH as follows:-

2. This Agreement is made in pursuance of Section 106 of the Act as substituted by the Planning and Compensation Act 1991 and is a planning obligation for the purposes of Section 106 aforesaid and shall be enforceable by the Council against the Owner and against any person deriving title to the Land from the Owner

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

3.1 Save for the provisions of clauses 3.3, 3.4, 3.9, and 3.10 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner forthwith upon the Implementation Date

3.2 The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of the condition restriction provision or other matter mentioned in the Schedule to this Agreement or arising from the existence of this Agreement

3.3 The Owner hereby covenants with the Council that it will within fourteen days from the date hereof lodge its Land or Charge Certificates in relation to the Land with H.M. Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and

56 will furnish to the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Land

3.4 The Council shall on the date hereof grant the Planning Permission and the conservation area consent in the form annexed hereto

3.5 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 function or in any other capacity

3.6 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: LEGAL/PL/INPC) London Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to the Owner to be addressed to its registered office for the time being

3.7 It is hereby agreed and declared by the Owner and the Council that the Schedule hereto forms part of this Agreement and the Owner hereby agrees with the Council to observe and perform the provisions thereof

3.8 The Owner shall indemnify and keep indemnified the Council against all claims actions demands or expenses which

may arise out of or in consequence of the provisions of this Agreement

3.9 This Agreement shall be registered as a Local Land Charge

3.10 The Owner agrees to pay the Council its reasonable costs and disbursements incurred in preparing this Agreement

3.11 At the Termination of this Agreement (by effluxion of time or otherwise) the Council shall upon written notice from the owner:-

(i) Provide (at the expense of the owner) a Notice of withdrawal of the restriction or other entry at H.M. Land Registry mentioned in Clause 3.3 hereof

(ii) Procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 3.9 hereof

IN WITNESS whereof the Parties hereto have caused their common seals to be affixed the day and year first above written

#### THE SCHEDULE

The Owner hereby covenants declares agrees and undertakes with the Council

(a) Not to allow the Development to be used or occupied other than by a Housing Association within the meaning of the Housing Association Act 1985 (as amended)

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(b) To deposit with the Council upon the Implementation Date the sum £12,240.00 (twelve thousand two hundred and forty pounds) plus Value Added Tax thereon which sum shall be used by the Council to carry out traffic calming and environmental improvement works within the Burton Street area (more particularly described in clause (h) below)

(c) To use their reasonable endeavours to establish before commencement of the Works an informal working group ("the Working Group") the objectives of which shall be to liaise discuss and where appropriate advise on any issue relating to the construction works associated with the development until its Practical Completion including (but without prejudice to the generality of the foregoing) the matters listed in (g) below.

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(d) To invite the following to become members of the Working Group:-

- (i) an agreed number of representatives of the Burton Street Tenants Association
- (ii) appropriate members of the Council's Planning Transport and Employment Department

(e) That the Owner shall procure that its project manager shall be a member of the working group and notified in writing to the Council before commencement of the Development.

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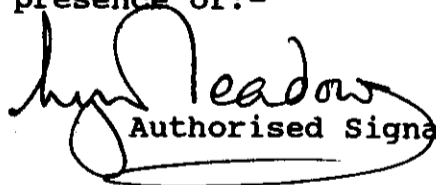
(f) That until Practical Completion of the Development the Owner shall procure that meetings of the Working Group shall be arranged at least once in every period of 4 weeks (commencing with the Implementation Date) and shall give notice of not less than 7 days of each meeting to each member

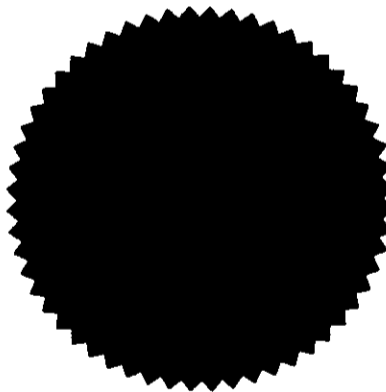
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- (g) Matters to be discussed by the Working Group
1. Construction programme
  2. Procedures for notifying local residents in advance of major works
  3. Details of delivery schedules and any likely road congestion
  4. Identification of a Contractor contact
  5. Details of measure to be taken to maintain tidiness during the works
  6. Any other relevant matter affecting the inhabitants of the area affected by the Development

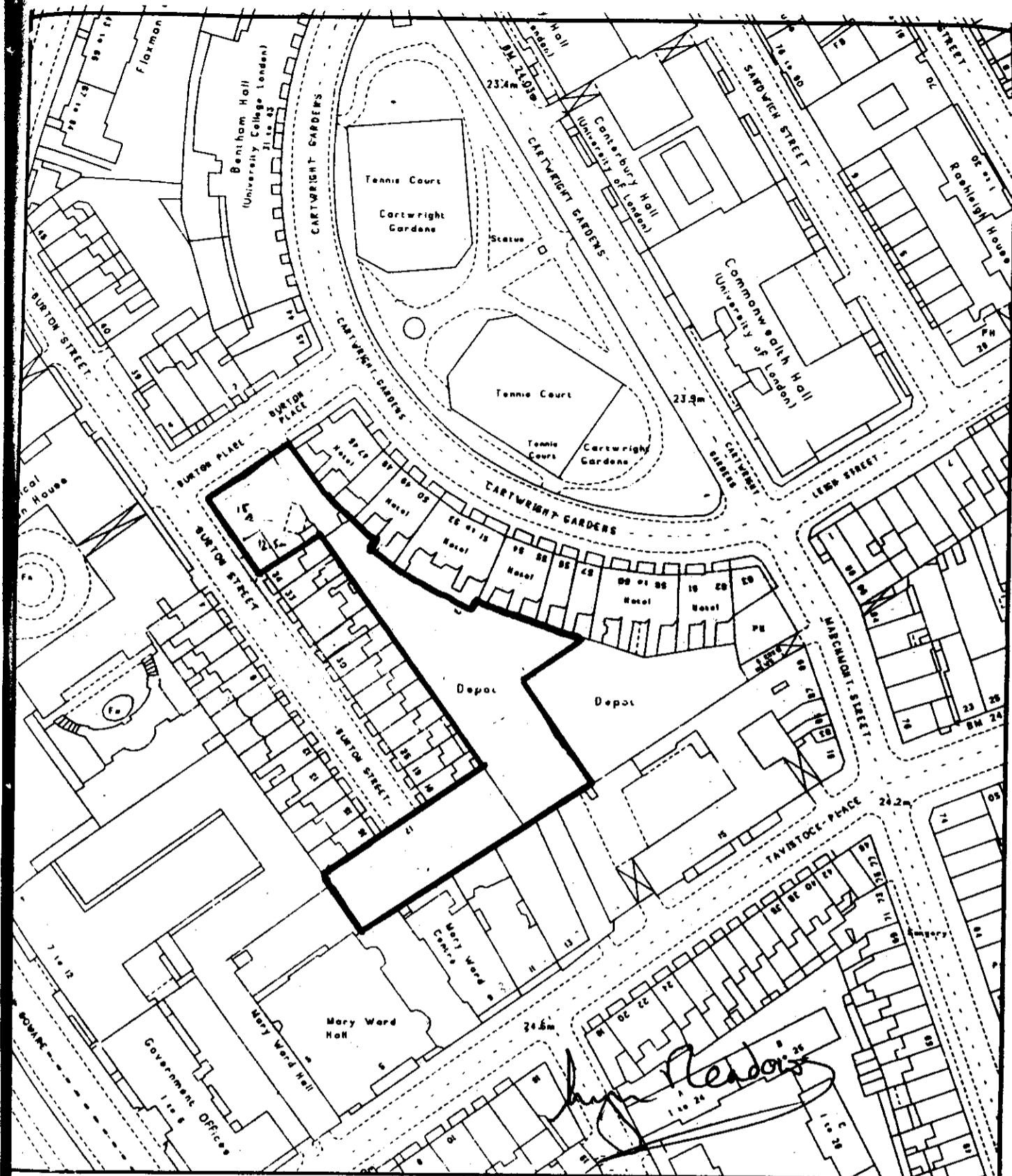
- (h)
1. Victorian bollards at cul-de-sac of Burton Street WC1
  2. Victorian street lamps to replace existing 3 No
  3. Narrowway of Burton Street at Burton Place end and necessary landscaping
  4. Provide wrought iron gates on Burton Street at position to be agreed with the Council and residents
  5. Provide sleeping policemen to Highway Departments Regulations

THE COMMON SEAL OF THE )  
MAYOR AND BURGESSES OF THE )  
LONDON BOROUGH OF CAMDEN )  
was hereunto affixed in )  
the presence of:- )

  
Authorised Signatory







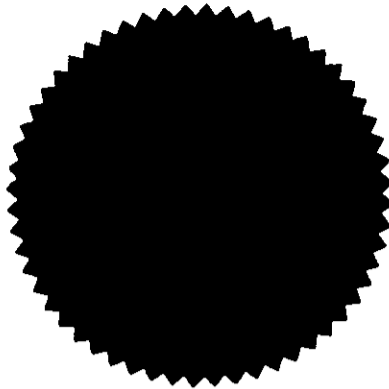
Warehouse site, 17 Burton Street/Burton Place, WC1

London Borough of Camden (9200655/9260077)

Planning Transport & Employment Service  
Town Hall Extension  
Argyle Street Entrance  
London WC1H 8EQ

*John Hendon*

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THE COMMON SEAL OF )  
PADDINGTON CHURCHES )  
HOUSING ASSOCIATED LIMITED )  
was hereunto affixed in )  
the presence of:- )



Committee Member *Antony A. Heath*  
Committee Member *John Kelly*  
Secretary *[Signature]*

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DATED 25<sup>th</sup> FEBRUARY 1993

TOWN AND COUNTRY PLANNING ACT 1990

PADDINGTON CHURCHES HOUSING  
ASSOCIATION LIMITED

- and -

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

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A G R E E M E N T  
relating to  
Garage and Depot Building at Burt  
Place the Warehouse Building at 1  
Burton Street WC1

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Lyn Meadows  
Controller of Legal Services  
Town Hall  
Euston Road  
LONDON  
NW1 2RU

Ref: LEGAL/INPC/PL  
Tel: 071 413 6927

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Master - lpool/agreement/0475