



BARCLAYS

Sorting Code:
20-72-17

BARCLAYS BANK PLC
Corporate Banking Centre
P.O. Box No. 385, Onslow Hall, The Little Green, Richmond, Surrey TW9 1WB
Clearway: 3696

Borough Solicitor
Camden Legal Services
DX Euston 2106

Your Ref:
Our Ref:
Direct Line:

Our ref: PMM/SF
Your ref: CLS/ENV/INPC/10019126
13th August 1998

Dear Sirs

RE: TOWN AND COUNTRY PLANNING ACT 1990

SECTION 106 AGREEMENT

**BERKELEY HOMES (SURREY) LTD AND THE LONDON BOROUGH
OF CAMDEN**

NAME OF PROPERTY: 61 & 61A ENDELL STREET, LONDON WC2

We understand that the above parties intend to enter into an Agreement with the Council in relation to the above premises. The Agreement is to be in the form annexed hereto and is to be entered into pursuant to Section 106 of the Town and Country Planning Act 1990.

Pursuant to a fixed charge made the 29th April 1998 the above premises are charged by way of mortgage to Barclays Bank PLC, PO Box 385, Onslow Hall, The Little Green, Richmond, Surrey, TW9 1WB to secure the repayment of certain monies with interest thereon. We agree that the Agreement pursuant to Section 106 should be entered into and **HEREBY CONFIRM AND ACKNOWLEDGE**

1. That the Bank consents to the said Agreement being entered into by Berkeley Homes (Surrey) Limited and The Mayor and Burgesses of the London Borough of Camden
2. That the Bank's interest pursuant to the Charge aforesaid should be bound by the said Agreement; and
3. That you will apply for the said Agreement to be entered in the Charges Register at HM Land Registry under Title Number 67926

SIGNED BY.....

FOR AND ON BEHALF OF BARCLAYS BANK PLC

Facsimile: (0181) 332 7239

Regulated by IMRO and the Personal Investment Authority.



DATED 5th August 1998

B E T W E E N :

BERKELEY HOMES (SURREY) LIMITED (1)

and

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

SECTION 106 AGREEMENT

Relating to the redevelopment of
61 and 61A Endell Street London WC2
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)
and Section 16 of the Greater London Council
(General Powers) Act 1974

Amanda Kelly
Borough Solicitor &
Deputy Chief Executive
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 314 1918
Fax: 0171 860 5659

envsec2/SHABANA/106-End

THIS AGREEMENT is made the 5th day of August 1998

BETWEEN

- (1) **Berkeley Homes (Surrey) Limited** company registration number 2238315 whose registered office is situate at 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("the Developer")
- (2) **The Mayor and Burgesses of the London Borough of Camden** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called the "Council") of the other part

WHEREAS;

- (A) The Developers are registered at HM Land Registry with Title absolute under Title Number 67926 as the Freehold proprietors of the Property .
- (B) The Planning Application was submitted by the Developer to the Council on the 15th April 1998, and was allocated application number PS9804332.
- (C) The Listed Building Application was submitted by the Developer to the Council on the 15th April 1998, and was allocated application number LS9804333.
- (D) The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- (E) 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.
- (F) For that purpose the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- (G) 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. DEFINITIONS AND OPERATIVE PROVISIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:

- 1.1. "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 1.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

- 1.3. "the Application" i) the planning application for the Development of the Property submitted by the Developer (through their agent Assael Architecture Ltd, Architects) on 15th April 1998, and given reference number PS9804332.
- ii) the application for Listed Building Consent submitted by the Developer (through their agent, Assael Architecture Ltd, Architects) on the 15th April 1998, and given reference number LS9804333.
- 1.4. "the Development" Change of use of the ground floor and basement of no. 61 from offices to retail use and the conversion of the office use on the first floor to a two bedroom flat and a two bedroom maisonette on the second and third floors. Redevelopment of the yard at the rear to provide a building on part two, part three and part four floors providing 5 self-contained flats. As shown on Drawing Numbers A1153/001-005/P1; 010/P2, 011/P2, 012/P4, 013/P6, 020/P13, 021/P10, 024/P5, 025/P7, 026/P10, 027/P6, 028/P4, 30P3, 31P3, 32P1, 33P1, 34P2
- 1.5. "the Implementation Date" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act
- 1.6. "the Planning Permission" (i) the planning permission granted for the Development in the form of the draft annexed herewith; and
- (ii) a Listed Building Consent granted for the Development in the form of the draft annexed herewith
- 1.7. "the Property" 61 and 61A Endell Street WC2 which for the purposes of identification only is shown edged red on the plan attached hereto

1.8. "Residents
Parking Bay"

a place designated in or under S45(2) of the Road Traffic Regulations Act 1984 (or any other legislation which the Council considers to have broadly equivalent effect) in the use only of designated residents of the locality.

2. NOW THIS DEED WITNESSETH as follows;

- 2.1. This Agreement is entered into by the Developer in relation to the Property to the extent that it contains planning obligations under Section 106 of the Act and such obligations herein shall be enforceable by the Council. Any provisions of this Agreement which are not planning obligations are made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974.
- 2.2. It is hereby agreed between the parties that save for the provisions of clause 3.2 and 4.1.3 below which shall come into effect on the date hereof any covenants undertakings and obligations contained within this Agreement shall become binding upon the Developer upon the Implementation Date.
- 2.3. The Council hereby agrees to grant the Planning Permission on the date hereof.
- 2.4. 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.
- 2.5. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 2.6. If the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Developer) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect.
- 2.7. Where any confirmation, agreement, certificate, consent, permission or other approval is to be given by any party or person the same shall be given in writing and shall not be unreasonably withheld or delayed.

3. The Developer covenants with the Council that:
- 3.1. It shall ensure that prior to occupying any residential unit forming part of the Development every new resident is informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to 5.21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a permit to park 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
- 3.2. To pay the Council's reasonable legal costs in connection with the negotiation and completion of this Agreement within 28 days of receipt of an invoice from the Council

4. **OTHER MATTERS**

- 4.1. It is hereby agreed and declared by the parties hereto that:
- 4.1.1. this Deed 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
- 4.1.2. 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/SK/19952) the Council of the London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP and any notice to the Developer addressed to their registered offices for the time being.
- 4.1.3. the Deed shall be registered as a Local Land Charge.

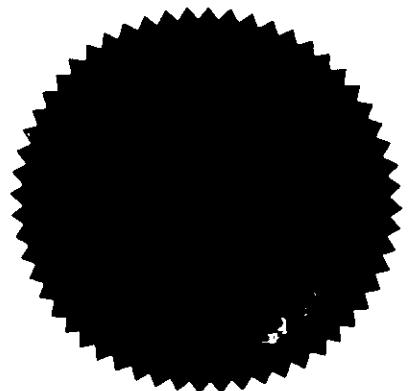
IN WITNESS whereof the parties have caused their respective common seals to be affixed the day and year first above written.

THE COMMON SEAL OF BERKELEY
HOMES (SURREY) LIMITED
was hereunto affixed in the
presence of:-

Director

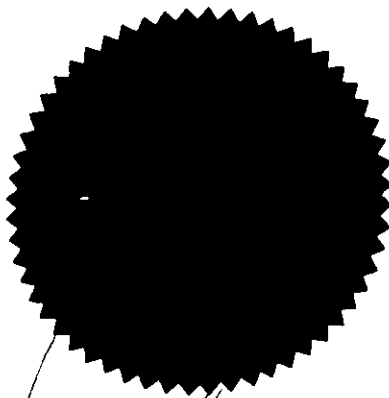
Secretary

W. Mansfield
[Signature]

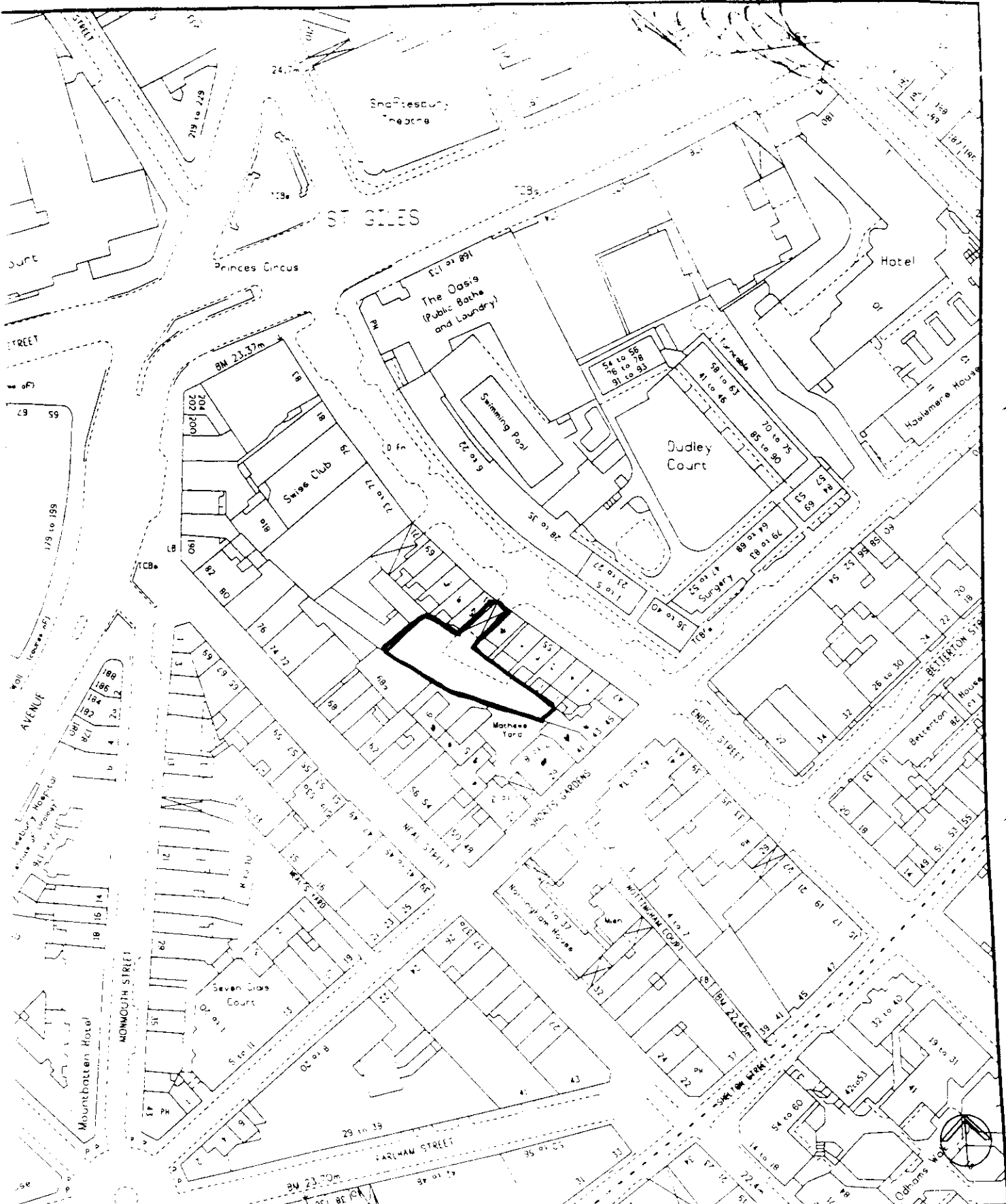


THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN
was affixed hereto in the
presence of:-

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Produced from the OS map with the permission of the Controller of H.M.S.O. Licence No. LA086339

London Borough of Camden

Environment Department
 Town Hall Extension
 Argyle Street Entrance
 London WC1H 8EQ

61 & 61A ENELL STREET

DATED 5th August 1998

B E T W E E N :

BERKELEY HOMES (SURREY) LIMITED (1)

and

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

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