

DATED

26 March

2019

**(1) FERNGLLEN PROPERTIES LIMITED**

and

**(2) WPG FINANCE 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

**20 THEOBALD'S ROAD LONDON WC1X 8PF**

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

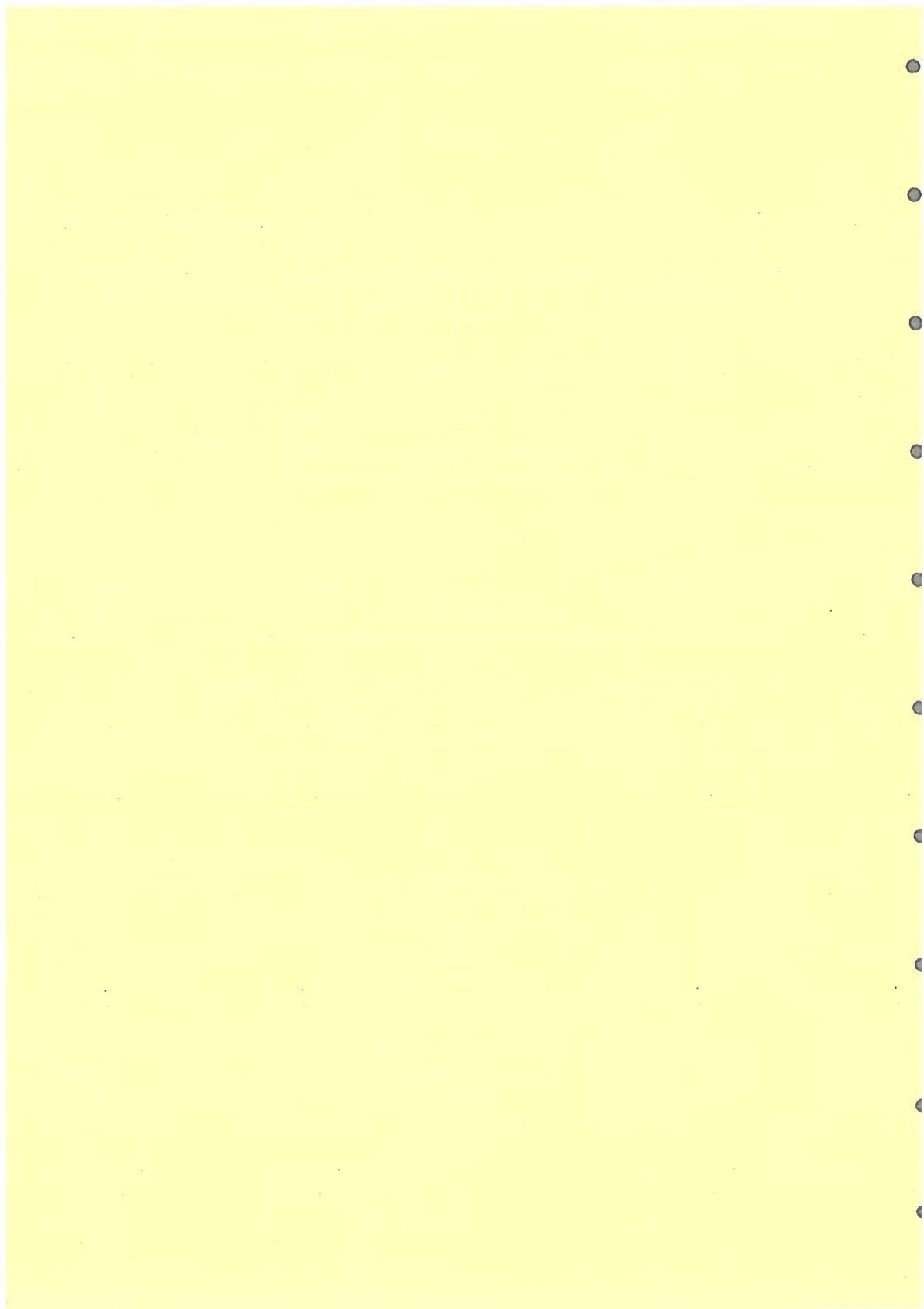
Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680

CLS/COM/LN/1800.993  
FINAL



**THIS AGREEMENT** is made the 26<sup>th</sup> day of March 2019

**B E T W E E N:**

- A. **FERNGLEN PROPERTIES LIMITED** (Co. Regn. No.11087323) whose registered office is at Ground Floor 30 City Road, London EC1Y 2AB (hereinafter called "the Owner") of the first part
- B. **WPG FINANCE LIMITED** (Co. Regn. No.08478860) (also known as WPG Properties Limited) whose registered office is at Ground Floor 30 City Road, London EC1Y 2AB (hereinafter called "the Mortgagee") of the second part
- C. **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 NGL300977 subject to a charge to the Mortgagee.
- 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 2 November 2018 and the Council resolved to grant permission conditionally under reference number 2018/5286/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 registered under Title Number NGL300977 and dated 1 May 2018 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 a HMO (Class C4) property to create 3no 1-bedroom self-contained flats at lower, ground and 1st floor levels and a 3-bedroom self-contained maisonette (Class C3) at 2nd and 3rd floor level and associated repairs/refurbishment to the building's façade as shown on drawing numbers:- (prefix: N2420) 000, 100, 101, 102, 103; 290, 300, 301, 302, 303 (all dated 10/18). (prefix: N2422) 201, 202, 204, 206, 207, 208, 209 (dated 0718) supporting documents: Heritage and DAS Statement prepared by Stephen Levrant Heritage Architecture Ltd (Oct 2018); Covering Letter prepared by Daniel Watney (dated Oct 2018)
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 the Owner and the Mortgagee
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 31 October 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/5286/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 20 Theobald's Road London WC1X 8PF 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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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 2018/5286/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 Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2018/5286/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 or 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 the 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.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

EXECUTED AS A DEED BY )  
FERNGLEN PROPERTIES LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
WPG FINANCE LIMITED )  
in the presence of:- )

.....

*Witnessed by [Signature], 152 West End Lane, London NW16*

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

.....  
Authorised Signatory

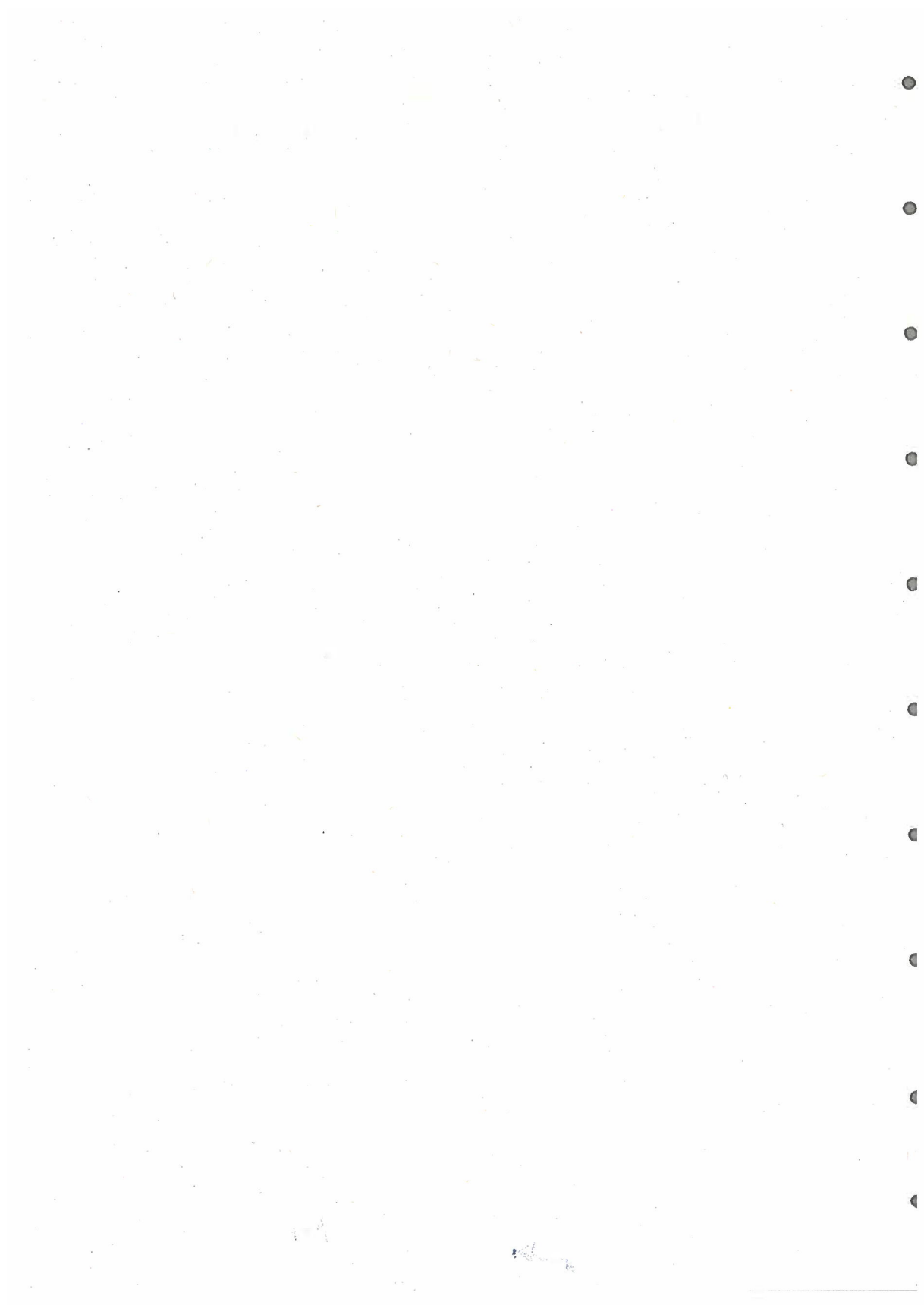




# NORTHGATE SE GIS Print Template



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**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Daniel Watney Llp  
165 Fleet Street  
LONDON  
EC4A 2DW

Application Ref: **2018/5286/P**

06 March 2019

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**20 Theobald's Road**  
**London**  
**WC1X 8PF**

**PROPOSAL**  
Proposal:

Conversion of a HMO (Class C4) property to create 3 no 1-bedroom self-contained flats at lower, ground and 1st floor levels and a 3-bedroom self-contained maisonette (Class C3) at 2nd and 3rd floor level and associated repairs/refurbishment to the building's facade.

Drawing Nos: (Prefix: N2420) 000, 100, 101, 102, 103; 290, 300, 301, 302, 303 (all dated 10/18). (Prefix: N2422) 201, 202, 204, 206, 207, 208, 209 (dated 07/18).

Supporting documents: Heritage and DAS Statement prepared by Stephen Levrant Heritage Architecture Ltd (Oct 2018); Covering Letter prepared by Daniel Watney (dated Oct 2018)

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 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 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix: N2420) 000, 100, 101, 102, 103; 290, 300, 301, 302, 303 (all dated 10/18). (Prefix: N2422) 201, 202, 204, 206, 207, 208, 209 (dated 07/18).

Supporting documents: Heritage and DAS Statement prepared by Stephen Levrant Heritage Architecture Ltd (Oct 2018); Covering Letter prepared by Daniel Watney (dated Oct 2018)

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

- 3 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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission. [Delegated]

The application site has been subject to unlawful internal works and sub-divisions during a period of use as a HMO. These HMO units feature very poor standard of accommodation and would not be eligible for a HMO licence in order to formalise this use. As this HMO use was never permitted, is substandard and without licence, there is no objection to its loss.



In order to rectify the changes made following the unlawful conversion and reverse the harm cause upon the listed building, Conservation and planning officers have worked together with the new owner of the row (12-22 Theobalds) to design a scheme which would allow for the subdivision of the building into self-contained flats. This has been designed to minimise intervention and would allow for replacement of historic fabric, features and plan form whilst securing optimal use and therefore the long term longevity of the heritage asset. This application follows on from the recent approval of similar works at the adjacent no.22 (ref. 2018/5310/P). The conversion of the single-family dwellinghouse into no.4 self-contained units is similarly not objectionable in accordance with policy H3 and is therefore considered acceptable in principle.

The conversion would result in the creation of no.4 self-contained units including 3x one bedroom units at lower ground - 1st floors and a three bed maisonette at 2nd and 3rd floors. The scheme would provide one 'high' priority as well as three 'lower' priority units in accordance with the Council's Dwelling Size Priority Table. Considering the desire to minimise intervention into the listed building as well as the spatial limitations of the building, this proposed unit mix is in this instance considered to remain in accordance with policy H7 and is not objectionable. As the conversion would not result in the loss or addition of any C3 floorspace, the scheme would not be expected to contribute towards the supply of affordable housing in accordance with policy H4.

All of the units proposed would meet or exceed the minimum floor areas set out by the DCLG National Housing Standards (2015). All units would be dual aspect, maintain good floor-to-ceiling heights and would feature a good level of fenestration, outlook and natural light. The unit at lower ground floor level would have a lightwell to the rear that is accessible by staff of the offices to the rear of the site. Whilst it is noted that there may be a risk of overlooking into the rear habitable room of this unit, it is also the case that a residential use is already in situ and, given the propensity for the office use to cease after c. 17:30pm, the risk to privacy is not considered to jeopardise residential amenity to a degree that might warrant a refusal.

No cycle storage is proposed for the new units, however due to the spatial restriction, desire to avoid intervention into the historic property as well as the high level of public transport accessibility this is considered acceptable in this instance. In order to ensure that the creation of these new units does not result in increased pressure upon the local traffic and parking conditions, the decision would be subject to a s106 agreement to secure the new units as car-free. In order to ensure that the new units are installed with water saving equipment, a condition will be added. Due to the listed status of the building and the fact that its entrance features steps, it is not deemed appropriate to require the units to be wheelchair accessible in this instance.

The proposed conversion is not considered to result in any harm to neighbouring residents in terms of light, outlook or privacy. The use of the building as self-contained flats is not considered to result in any noise or disturbance issues. Due to the limited scope of the operational development, the completion of works is not considered to result in any detrimental impact upon neighbouring residents.

- 2 The only external alteration proposed would be the restoration of a timber sash window to the rear bay at lower ground floor level as well as repairs to the other existing windows and brick work. The rear window would replace an unsympathetic modern door and is considered to represent a moderate benefit of the scheme. It is therefore considered that the proposed development would persevere the character and appearance of the host dwelling, streetscene and the Bloomsbury Conservation area.

One letter of comment was received in response to the public consultation and was duly considered when forming these recommendations. The planning history of the site has been 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.66 and s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

As such, the proposed development is in general accordance with the Camden Local Plan 2017 with particular regard for policies G1, H1, H3, H4, H7, H10, C5, A1, A4, D1, D2, CC2, T1 and T2. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2019.

- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 4 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444).

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.



- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 9 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

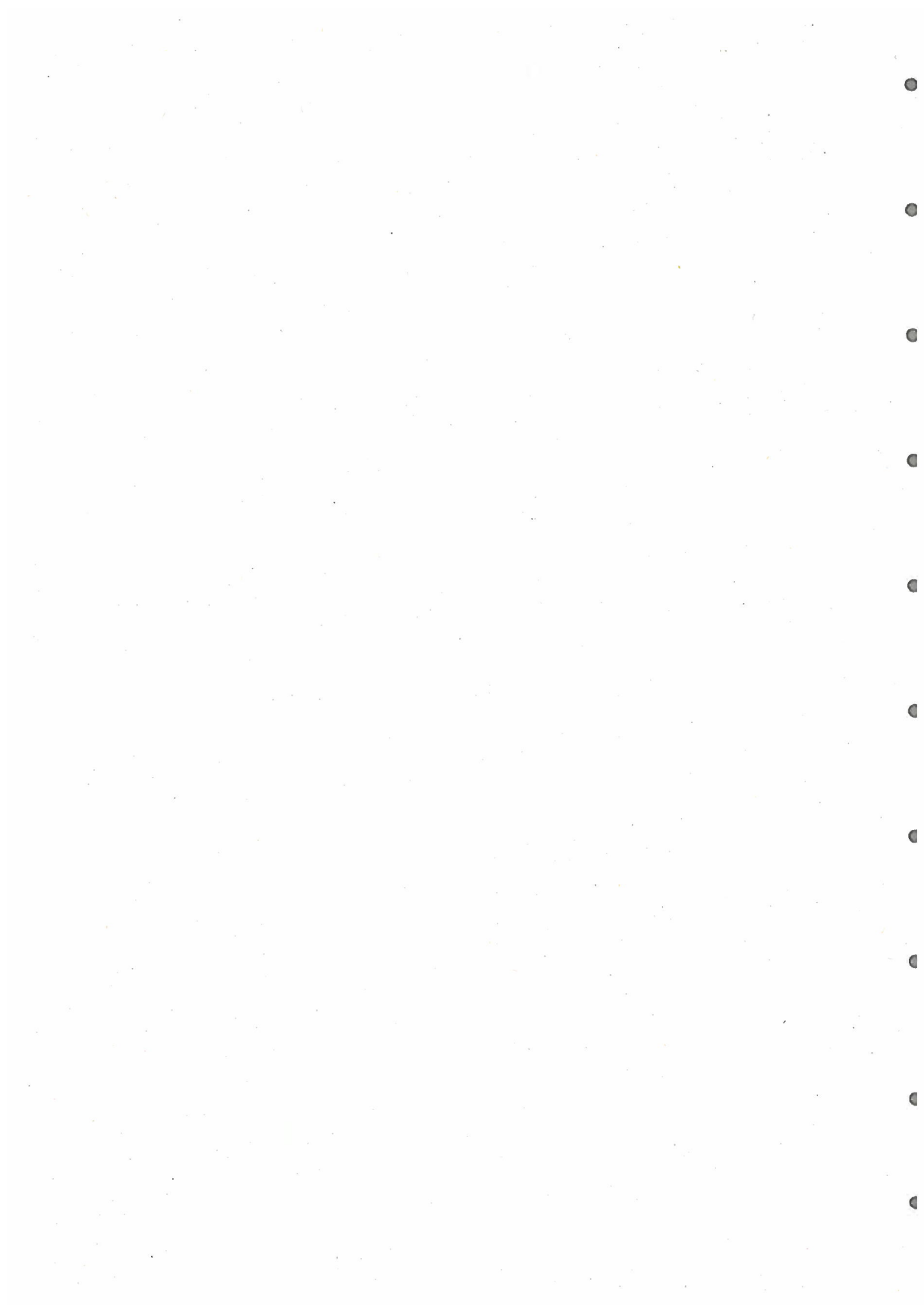
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

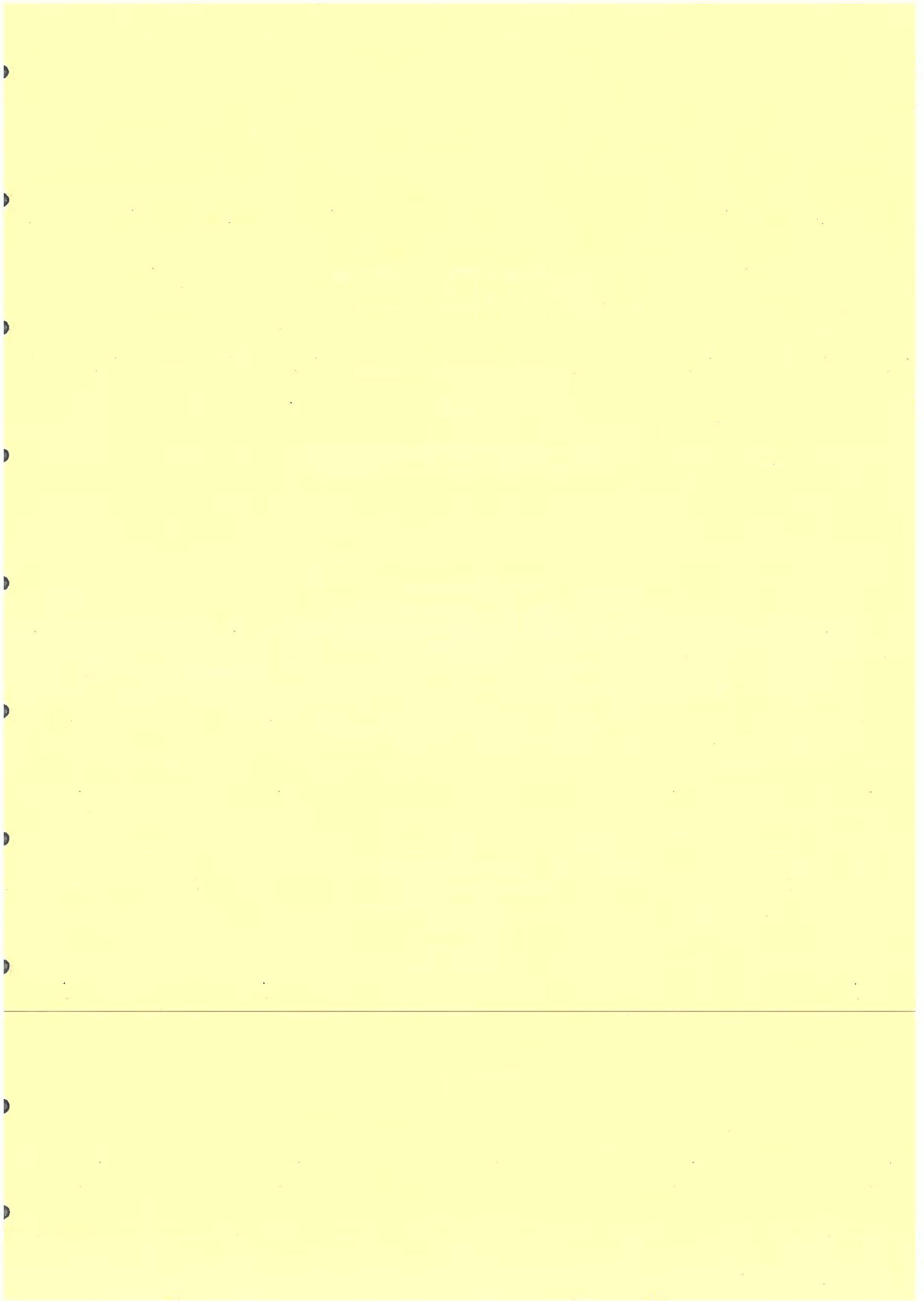
Yours faithfully

Supporting Communities Directorate

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Executive Director Supporting Communities





DATED

26 March

2019

**(1) FERNGLLEN PROPERTIES LIMITED**

and

**(2) WPG FINANCE 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

**20 THEOBALD'S ROAD LONDON WC1X 8PF**

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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