

DATED 20 AUGUST 2019

**(1) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES LIMITED**

and

(2) BEDFORD ESTATES BLOOMSBURY 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

53 GOWER STREET, LONDON WC1E 6HJ

pursuant to

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

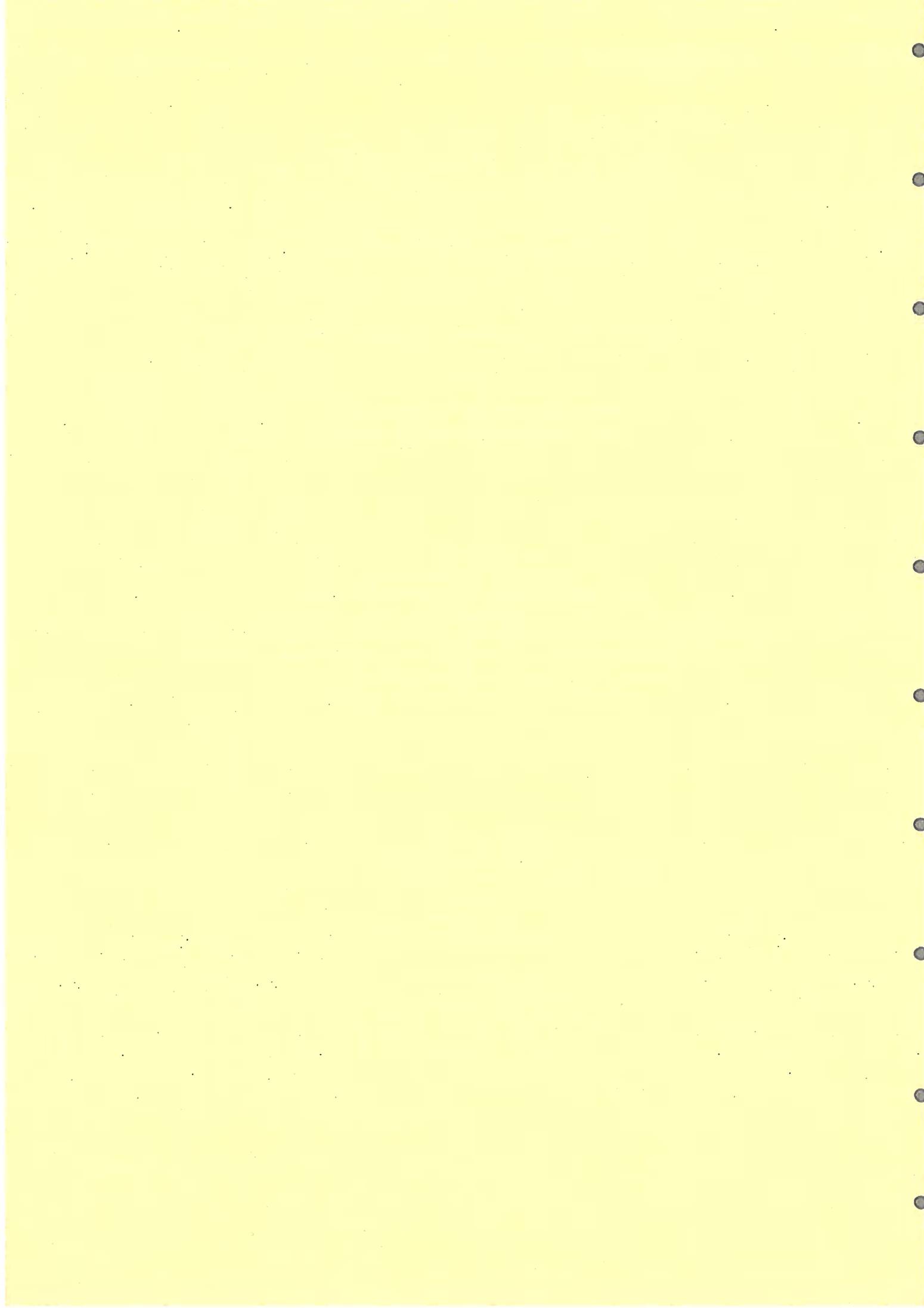
Section 16 of the Greater London Council (General Powers) Act 1974;

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/HM/1800.1170
FINAL



THIS AGREEMENT is made the 20 day of AUGUST 2019

BETWEEN:

- A. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 1608381) whose registered office is at The Bedford Office, Woburn, Milton Keynes, MK17 9PQ and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 3743508) whose registered office is at The Bedford Office, Woburn, Milton Keynes, Buckinghamshire, MK17 9PQ (hereinafter called "the Freeholder") of the first part
- B. **BEDFORD ESTATES BLOOMSBURY LIMITED** (Co. Regn. No. 10250020) whose registered office is at 29a Montague Street, London WC1B 5BL (hereinafter called "the Leaseholder") of 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL922047.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL937910.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 12/02/2019 and the Council resolved to grant permission conditionally under reference number 2019/0848/P subject to the conclusion of this legal Agreement.

1.7 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.

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"	external alterations to rear including installation of rear roof light and conversion of existing residential units to provide 1 x 1 bed and 2 x 3 bed flats as shown on drawing numbers:- 275.53-110 P2, 275.53-111 P2, 275.53-112 P1, 275.53-113, 275.53-114 P1, 275.53-115 P1, 275.53-120 P1, 275.53-121 P2, 275.53-130 P2, 275.53.200 P4, 275.53.201 P4, 275.53.202 P4, 275.53.203 P4, 275.53.204 P3, 275.53.205 P3, 275.53-250 P3, 275.53-251 P4, 275.53-260 P4, 275.53 262 P4, 275.00-002, 275.00-001, 275.53-502, Design and Access Statement dated Feb 2019.
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 Owners
2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12/02/2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/0848/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 53 Gower Street London WC1E 6HJ 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

3. **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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 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 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 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.

4.1.2 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the first Occupation Date of any residential unit (being part of the Development) 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 4.1.1 and 4.1.2 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 2019/0848/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 2019/0848/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 Leaseholders 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. **JOINT AND SEVERAL LIABILITY**


- 7.1 All Covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

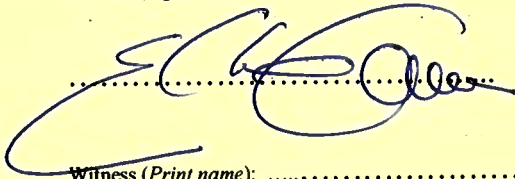
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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 WOBURN ESTATE COMPANY LIMITED by the signature of a director in the presence of the undersigned witness:


.....
**Director
Simon Elmer**

Witness (Signature):


.....

Witness (Print name):

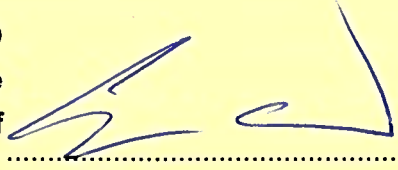
Ellen Louise Cannon
Address:**29a Montague Street**.....
London WC1B 5BL

.....
Personal Assistant
.....

Occupation:
.....

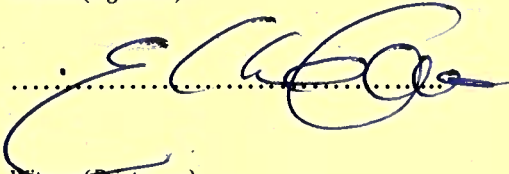
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
53 GOWER STREET LONDON WC1E 6HJ

EXECUTED as a Deed by BEDFORD
ESTATES NOMINEES LIMITED by the
signature of a director in the presence of
the undersigned witness:



Director
Simon Elmer

Witness (Signature):



Witness (Print name):

Ellen Louise Cannon
Address: 29a Montague Street
London WC1B 5BL

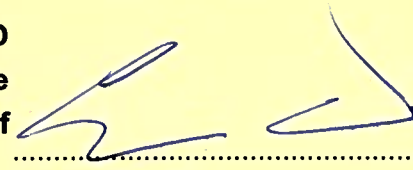
.....
Personal Assistant

Occupation:

.....

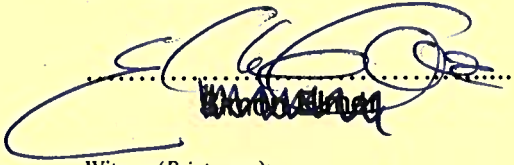
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
53 GOWER STREET LONDON WC1E 6HJ

EXECUTED as a Deed by BEDFORD
ESTATES BLOOMSBURY LIMITED by the
signature of a director in the presence of
the undersigned witness:



Director
Simon Elmer

Witness (Signature):



Witness (Print name):

Ellen Louise Cannon

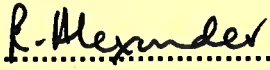
Address:
29a Montague Street
London WC1B 5BL

..... Personal Assistant

Occupation:

.....

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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SE



Johanna Molineus Architects
22 Great Chapel Street
London
W1F 8FR

Application Ref: **2019/0848/P**

23 July 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:
53 Gower Street
London
WC1E 6HJ

Proposal:

External alterations to rear including installation of doors at lower ground floor and conversion of existing residential units to provide 1 x 1 bed and 2 x 3 bed flats.

Drawing Nos: 275.53-110 P2, 275.53-111 P2, 275.53-112 P1, 275.53-113, 275.53-114 P1, 275.53-115 P1, 275.53-120 P1, 275.53-121 P2, 275.53-130 P2, 275.53.200 P4, 275.53.201 P4, 275.53.202 P4, 275.53.203 P4, 275.53.204 P3, 275.53.205 P3, 275.53-250 P3, 275.53-251 P4, 275.53-260 P4, 275.53 262 P4, 275.00-002, 275.00-001, 275.53-502, Design and Access Statement dated Feb 2019.

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 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.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 275.53-110 P2, 275.53-111 P2, 275.53-112 P1, 275.53-113, 275.53-114 P1, 275.53-115 P1, 275.53-120 P1, 275.53-121 P2, 275.53-130 P2, 275.53.200 P4, 275.53.201 P4, 275.53.202 P4, 275.53.203 P4, 275.53.204 P3, 275.53.205 P3, 275.53-250 P3, 275.53-251 P4, 275.53-260 P4, 275.53 262 P4, 275.00-002, 275.00-001, 275.53-502, Design and Access Statement dated Feb 2019.

Reason:

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

Informative(s):

- 1 Reasons for granting permission.

Planning permission is sought for a number of minor external alterations to the rear elevation of the host building, including: lowering of window cill at lower ground floor level to create new doorway, enlargement of doorway at ground floor level and installation of timber panelled door. The proposals would alter the existing size/number of units at the site from 1 x 2 bed and 3 x 1 bed to 1 x 1 bed and 2 x 3 bed.

Policy H3 (protecting existing homes) of the Local Plan states that the Council will aim to ensure that existing housing continues to meet the needs of existing and future households by resisting development that would involve the net loss of two or more homes. The current proposal would reduce the number of flats at the site from 4 to 3, resulting in a net loss of one home which complies with the aims of Policy H3. Furthermore, paragraph 3.76 of Policy H3 identifies Bloomsbury as one of the wards in the borough with a low proportion of large dwellings. Therefore, the creation of a two new 3 bed units at the site is welcomed particularly as 3 bed market units are identified as a high priority dwelling size within Policy H7 of the Local Plan. The proposal is therefore considered acceptable in land use terms.

With regard to the standard of accommodation provided, all units would be dual

aspect and comply with minimum floorspace standards.

Whilst the lowering of the lower ground window cill would result in some loss of original masonry at this level, it is considered to be a minor intervention that would allow direct access to the rear courtyard area and would not cause harm to the special character of the host building. Furthermore, the design and fabric (timber) of the proposed French doors would be sympathetic to the original character of the building.

Similarly, the proposed replacement ground floor windows and door and first floor closet wing window would all represent minor alterations, that would preserve and enhance the character of the host building and surrounding conservation area.

The proposals would not cause harm to the amenity of any nearby properties in terms of loss of light, outlook or privacy.

Policy T2 of the Local Plan states that in redevelopment schemes the Council will consider retaining parking permits where it can be demonstrated that existing occupiers are returning to the site when development is complete. All existing units at the site are currently vacant and given that the ownership of the property has recently been transferred back to the applicant (from the Council) there is no prospect of any previous occupiers returning to the site once works are complete. The proposed development would therefore be secured as car free via a s106 legal agreement.

No objections were received following statutory consultation. The planning history of the site and surrounding area were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the listed building and its features of special architectural or historic interest, under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

Special regard has also been attached to the desirability of preserving or enhancing the conservation area, under 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 proposal is in general accordance with Policies D1, D2, A1, T2, H3 and H7 of the Camden Local Plan 2017. The proposed development also accords with the policies of the London Plan 2016 and National Planning Policy Framework 2019.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 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 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)

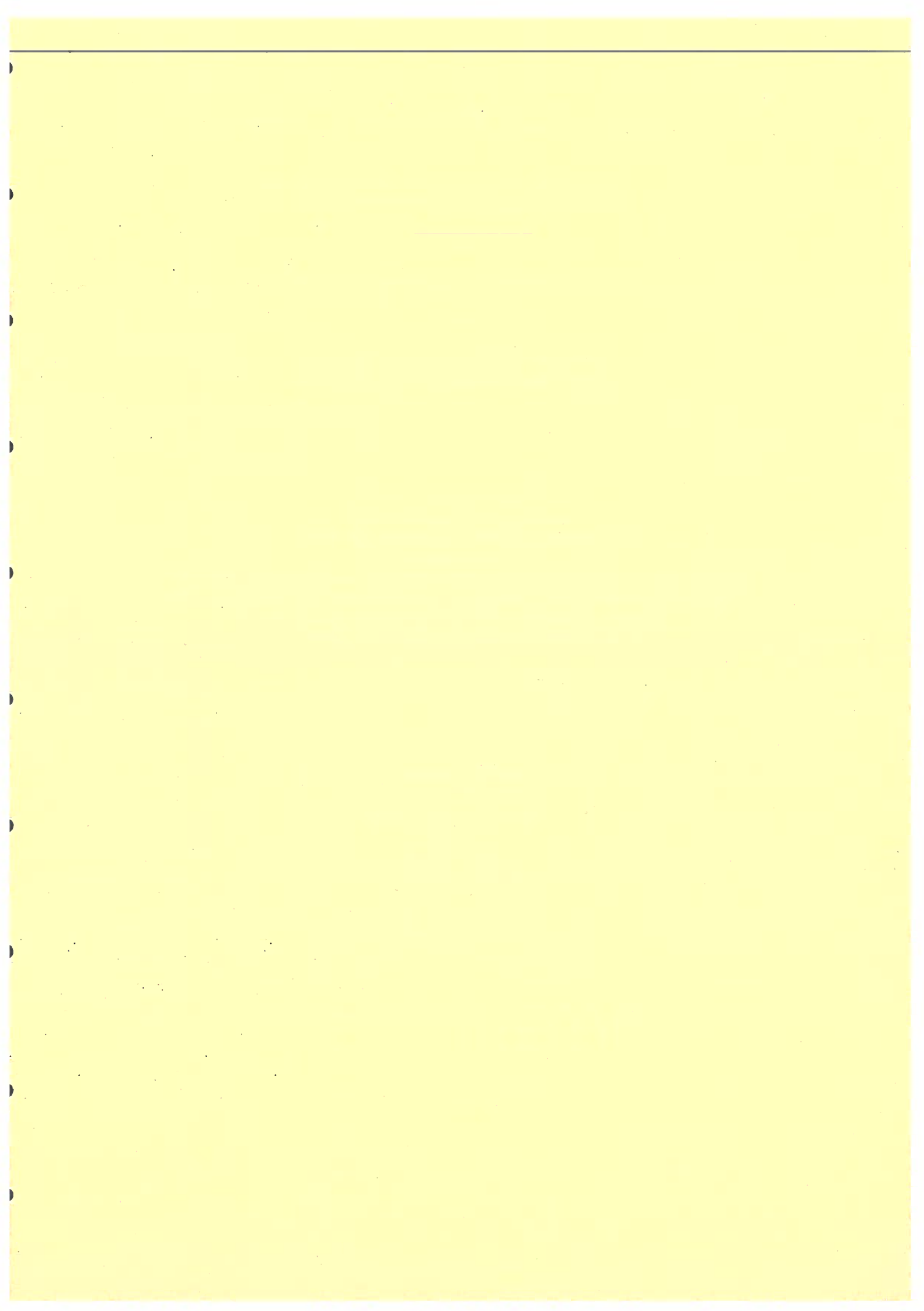
Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays 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.

- 5 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.
- 6 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.

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



DATED **20 AUGUST** 2019

**(1) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES LIMITED**

and

(2) BEDFORD ESTATES BLOOMSBURY 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
53 GOWER STREET, LONDON WC1E 6HJ
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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