

MEMORANDUM

To: Executive Director
Planning and Conservation
Local Land Charges

From: Director of Legal Services

Our Ref: Philip Waterson
Room No: 313

Your Ref: Pat Abdelrahman
John Shearman
Lloydon McBarnette
John Stevens


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Exec Dir	Records	Head DC	Date: 15 May 1996	
Appeals	Fees	an		

Ext: 2146

Section 106 Agreement - Gloucester Road Underground Station
118-138 Gloucester Road, London SW7

With reference to the above, I write to advise you that the above S106 Agreement has been completed. Would Executive Director, Planning and Conservation please issue the listed building consent.

I attach hereto a copy of the S106 Agreement for your file.


Philip Waterson
for Director of Legal Services

THIS PLANNING OBLIGATION BY AGREEMENT is dated the 15th day of May One thousand nine hundred and ninety^{six}~~five~~ BETWEEN

(1) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of The Town Hall Hornton Street London W8 7NX ("the Council") (2) LONDON UNDERGROUND LTD whose registered office is at 55 Broadway London SW1H OBD ("the Owner")

WHEREAS

(1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land known as Gloucester Road Underground Station 118-138 Gloucester Road Kensington London SW7 ("the Land") is situated

(2) On part of the Land is a listed building constructed in dark red faience block work shown outlined in red on the plan attached hereto ("the Red Building")

(3) The Owner is the proprietor of the Red Building part of which is registered at H.M. Land Registry under Title Nos. 105015 and 126016

(4) On 17th December 1993 the agents for the Owner submitted a listed building application reference no TP/94/0030 to the Council for listed building consent for the retention of temporary alterations and repairs to the facade of the Red Building such works being detailed in the said application and including the tying back of the main parapet with scaffolding and the infilling of cracks and missing and broken red faience blocks with cement and mortar

(5) The Council is satisfied that the temporary alterations to the Red Building detailed in Recital 4 are such that Listed Building Consent may be granted in respect of them subject to the Owner first entering the Agreement

(6) The Owner has therefore agreed to enter into this Agreement in order to secure the Council's objectives

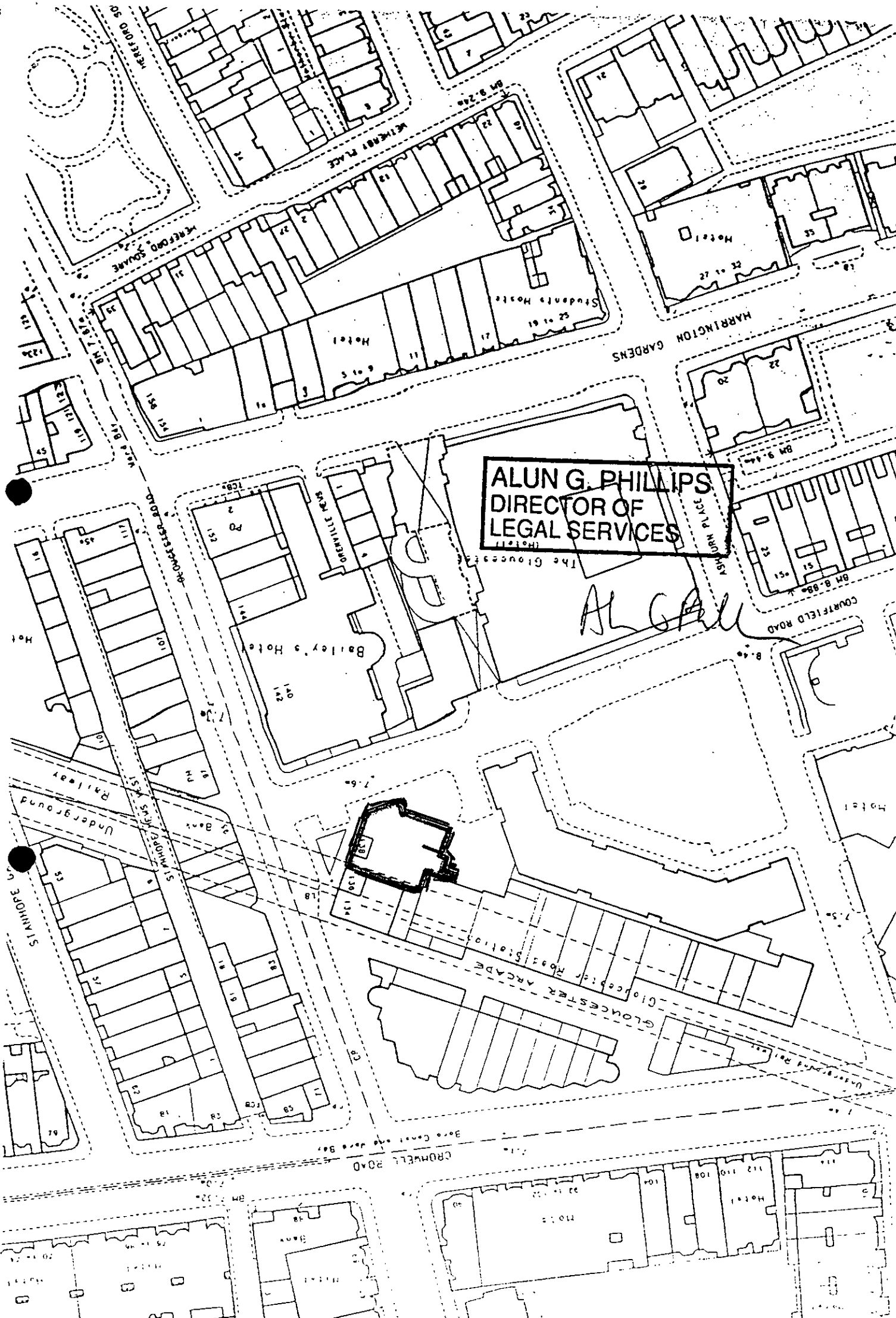
(7) In this Agreement "the 1988 Agreement" means the Agreement dated 26th July 1988 entered into by the Council the Owner and Gloucester Park Limited

NOW IT IS AGREED as follows:-

1. This Planning Obligation by agreement is made pursuant to Section 106 of the Act to the intent that it shall bind the Owner and its successors in title to each and every part of the Red Building and their assigns as provided in the Act
2. This Agreement shall be enforceable by the Council but no waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner
3. No person or company shall be liable for any breach of this Agreement unless it holds or held a legal estate or interest at the date of the breach in the Red Building
4. The provisions of this Agreement shall become binding upon the Red Building upon the granting by the Council of the Listed Building Consent in response to the Application referred to in Recital 4 hereof
5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other appropriate power or Authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof and this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission or listed building consent which may be or has been issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof
6. On completion of this Agreement the Owner shall pay the Council's reasonable legal costs for the preparation and completion of this Agreement
7. The Owner confirms that he has and will obtained all lawful permissions and consents required from any mortgagee covenantee or any other person in aspect of the works envisaged by the Listed Building Consent

ALUN G. PHILLIPS
DIRECTOR OF
LEGAL SERVICES

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8. The Owner covenants with the Council as follows:-

- (i) to submit or cause to submit an application for listed building consent (hereinafter known as "the Listed Building Application") for works for the complete restoration and refurbishment of the Red Building within one year of the execution of this Agreement (ii) ^{carry} ~~by~~ ^{AN} out such amendments to the Listed Building Application as may be required to satisfy the Council and the Historic Buildings and Monuments Commission ("the Commission") or any organisation or body who for the time being carry out the functions of the Commission
- (iii) to complete by 1st April 1997 ^(unless completion is delayed by matters beyond the Owner's control in which case to complete as soon as possible thereafter) such works of restoration or refurbishment to the Red Building as detailed in the Listed Building Application to be submitted and approved by the Council such restoration and refurbishment works to be carried out to the satisfaction of the Executive Director of Planning and Conservation for the time being as evidenced by a certificate in writing issued by or on behalf of the Executive Director of Planning and Conservation for the time being
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9. The Council undertakes following the execution of this Agreement to issue formal Listed Building Consent in response to the Application in the form annexed hereto subject to the conditions restrictions provisions and other matters referred to herein

10. On execution of this Agreement the requirements contained in this Agreement take precedence over the requirements contained in clause 2 of Schedule 2 to the 1988 Agreement to the extent if any that the said clause of the 1988 Agreement applied to the Red Building

11. Where the context so requires:-

- (a) The singular includes the plural and vice versa and one gender includes all other genders
- (b) References to any party shall include the successors in title of that party
- (c) Where a party includes more than one person any obligations of that person shall be joint and several

IN WITNESS of which the Parties have sealed this planning obligation by agreement as a deed

on the date first above written

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THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed)
in the presence of:-)

AL G Phillips

**ALUN G. PHILLIPS
DIRECTOR OF
LEGAL SERVICES**

THE COMMON SEAL of LONDON)
UNDERGROUND LTD was hereunto)
affixed in the presence of:-)

N.R. Kelly Director

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NR

N.R. Kelly Assistant Secretary

DATED 15th May 1996

THE MAYOR AND BURGESSES
OF THE ROYAL BOROUGH OF
KENSINGTON AND CHELSEA

- and -

LONDON UNDERGROUND LIMITED

AGREEMENT

Under Section 106 of the Town and Country
Planning Act 1990 (as amended by the Planning
and Compensation Act 1991)

Re: GLOUCESTER ROAD UNDERGROUND
STATION *JF*

A.G. Phillips
Director of Legal Services
The Royal Borough of Kensington and Chelsea
The Town Hall
Hornton Street
LONDON
W8 7NX

Our Ref: BR/LP

Tel: 0171-361 2617

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