DATED 7TH DECEMBER 2012

(1) ANTON LLOYD ALEXANDER

and

(2) NAOMI TAMARA ROSENGARTEN

and

(3) ERIK PETER ALEXANDER

and

(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
169-173 MALDEN ROAD, LONDON NW5 4HT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007 Fax: 020 7974 1920

CLS/COM/JL/1685.1686 vFinal

THIS AGREEMENT is made the Th day of December

2012

BETWEEN:

(

- ANTON LLOYD ALEXANDER of 969 Finchley Road, London NW11 7HA 1. (hereinafter together called "the First Freeholder") of the first part
- NAOMI TAMARA ROSENGARTEN of 6 The Bishops Avenue, London N2 0AN 2. (hereinafter together called "the Second Freeholder") of the second part
- ERIK PETER ALEXANDER of 151 Lichfield Grove, London N3 2JL (hereinafter 3. called "the Leaseholder") of the third part
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of 4. Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number LN76294.
- The Second Freeholder is registered at the Land Registry as the freehold proprietor 1.2 with Title absolute of the Property under Title Numbers LN76294 and NGL725694.
- The Leaseholder is registered at the Land Registry as the leasehold proprietor with 1.3 Title absolute of part of the Property under Title Number NGL902491.
- The First Freeholder and Second Freeholder are together the freehold owners of the 1.4 Property and the Leaseholder is the leasehold owner of part of the Property and the First Freeholder Second Freeholder and Leaseholder are all interested in the Property for the purposes of Section 106 of the Act and shall hereinafter together be referred to as "the Owner".

1.5 A planning application for the Development of the Property was submitted to the Council and validated on 27 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/2434/P subject to the conclusion of this legal Agreement.

- 1.6 The Council is the local planning authority for the purposes of the Act 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 Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction

Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion
- 2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

Change of use from Class A2 (financial and professional services) to Class C3 (residential) and associated extensions and alterations to create two single storey one-bedroom flats to the rear of existing retail premises; installation of solar panels on flat roof as shown on drawing numbers Site Location Plan AK/PL1212/01: Dwg Nos. AK/PL1212/02, 03, 04 Rev B, 05 Rev A, 06 Rev A and Design and Access Statement by A&K Design dated March 2012.

2.8 "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 2.9 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.10 "the Parties"

mean the Council and the Owner

2.11 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2434/P subject to conclusion of this Agreement

2.12 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.13 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.14 "the Property"

the land known as 169-173 Malden Road, London NW5 4HT the same as shown shaded grey on the plan annexed hereto

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 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 donating 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.
- 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.

4. OBLIGATIONS OF THE OWNER

4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

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 2012/2434/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.
- 5.5 Submission of the Construction Management Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2012/2434/P.

6. IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

- 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 2012/2434/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.
- 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.
- Neither the Owner 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

JOINT AND SEVERAL LIABILITY 7.

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

RIGHTS OF THIRD PARTIES 8.

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY ANTON LLOYD ALEXANDER in the presence of:

Witness Signature

Witness Name: Stephen Shelder

17 CADOS AN GARDENS Address: LONDON. NZI IES

Occupation:

ELECTLICIAN "

EXECUTED AS A DEED BY NAOMI TAMARA ROSENGARTEN in the presence of:

Witness Signature

Witness Name: STEPHEN SHELDON

Address: 17 CADOGAN GDS, LONDON NEITES

Occupation: ELECTRICIAN

Il Rosat.

EXECUTED AS A DEED BY ERIK PETER ALEXANDER in the presence of:

} CA Alan

Witness Signature

Witness Name: STEPHEN SHECON

Address: 17 CADOGAN GAMDENS, LOWDON, NZI IES

Occupation: ECCARICIAN.

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

Authorised Signatory



Regeneration and Planning Development Management London Borough of Camden Town Hall Judd Street London WC1H 8ND

Tel 020 7974 4444 Fax 020 7974 1930 Textlink 020 7974 6866

planning@camden.gov.uk www.camden.gov.uk/planning

A & K DESIGN STUDIO ltd 39 ELGIN HOUSE 235 HIGH ROAD CHADWELL HEATH Essex RM6 6GN

Application Ref: 2012/2434/P

18 October 2012

Dear Sir/Madam

FOR INFORMATION Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

169-173 MALDEN ROAD LONDON NW5 4HT

Proposal:

Change of use from (see the manufacture of the second sec

Drawing Nos: Site Location Plan AK/PL1212/01: Dwg Nos. AK/PL1212/02, 03, 04 Rev B, 05 Rev A, 06 Rev A and Design and Access Statement by A&K Design dated March 2012.

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):

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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Borough of the London Borough of the London

The development here the later out in accordance with the following approved plans Site Location Plan AK/PL1212/01: Dwg Nos. AK/PL1212/02, 03, 04 Rev B, 05 Rev A, 06 Rev A and Design and Access Statement by A&K Design dated March 2012.

Reason:

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

Details of the design, materials and finished appearance of the doors and windows shown on dwg ass AK/DL1213/05 Pev Ashall be submitted to and approved by the Council before the example of the example

Reason: To suggest the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies..

The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

The cycle parking facilities shown in drawing nos. AK/PL1212/04 shall be provided in their entirety prior to the first occupation of any of the new units hereby approved, and thereafter permanently maintained and retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11of the London Borough of Camden Local Development Framework Core Strategy and policy DP17of the London Borough of Camden Local Development Framework Development Policies..

Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authors.

Reason: To safeguar at the later of area and to prevent over development of the site of th

Informative(s):

- Your proposals may be subject to control under the Building Regulations and/or the London Building as a second building access and fact the Buildings. You in a second building a second building access. Camden Town Lan, Angue St. We Here, (a: 2299 2293).
- 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 are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/environment/contact-the-environmental-health-team.en or approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling

climate change through promoting higher environmental standards) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP18 (Parking standards and limiting the availability of car parking), DP21 (Development connecting to the highway), DP22 (Promoting sustainable design and construction), DP24 (Securing high quality design), DP26 (Managing the impact of development on occupiers and neighbours) and

DP29 (Improving access). The proposals create 2 new residential units which will contribute towards meeting the Borough's need for housing. The proposed dwellings are of a simple design that is discreet and sympathetic to the context of the site and the standard of accommodation proposed exceeds the Council's adopted standards. The development does not include the provision of car parking **B**rdance with the Council's spaces but does propo ive rise to any undue overadopted parking standa le impact on the outlook of looking or intrusion of I eglig phomoltaic panels at roof level existing adjacent prop improves the sustainability credentials of the scheme. The scheme therefore meets with the Council's planning policies and is considered acceptable, subject to a S106 Legal Agreement for Construction Management Statement to ensure that

You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be edon the information £7.740.00 (154-8 be revised on the submitted in y other changing receipt of the e is implemented circumstances lity, for failure to and could be submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

construction works do not negatively affect

- You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 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

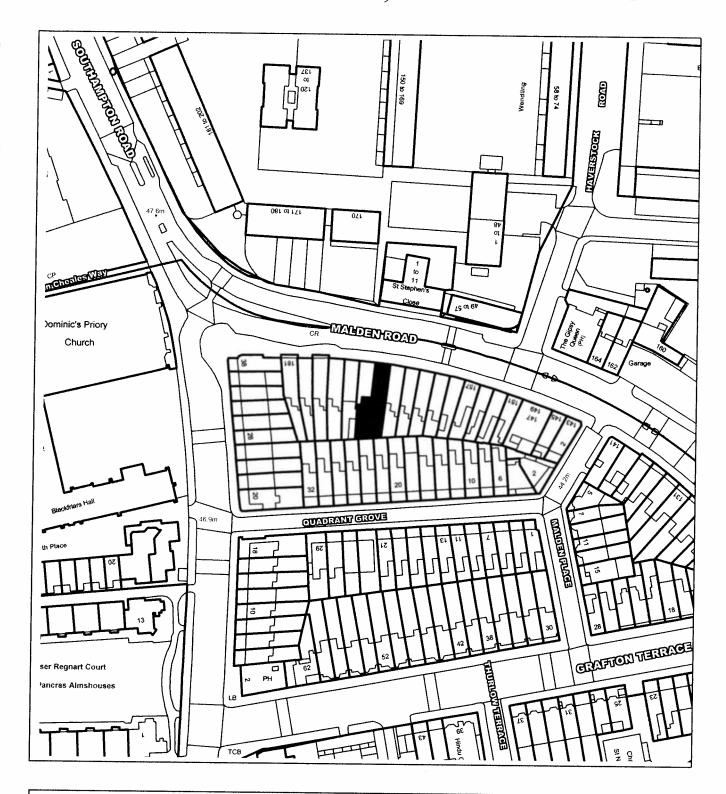
Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

169-173 Malden Road, London NW5 4HT



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

*

THE SCHEDULE Construction Management Statement Highway Measures

A Construction Management Statement outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Statement should cover both demolition and construction phases of development. Details of the Construction Management Statement will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Statement should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) The access arrangements for vehicles.
- b) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- c) Parking and Loading arrangement of vehicles and delivery of materials and plant to the site.
- Details of proposed parking bays suspensions and temporary traffic management orders.
- e) Details of security hoarding required on the public highway
- f) The proposed site working hours.
- g) Details of any other measure designed to reduce the impact of associated traffic (such as the use of construction material consideration centres, measures to control dust and dirt and schemes for recycling/disposal of waste from demolition).
- h) Details of any Construction Working Group that maybe required, addressing the concerns of surrounding residents.
- Details of any schemes such as the "Considerate Contractors Scheme"
 (www.considerateconstructorsscheme.org.uk) that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors

Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

- j) Any other relevant information.
- k) The CMS should also include the following statement:

"The agreed contents of the Construction Management Statement must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Statement if problems arise in relation to the construction of the development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed CMS does not prejudice further agreement that may be required for things such as road closures or hoarding licences.

DATED TH DECEMBER 2012

(3) ANTON LLOYD ALEXANDER

and

(4) NAOMI TAMARA ROSENGARTEN

and

(3) ERIK PETER ALEXANDER

and

(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
169-173 MALDEN ROAD, LONDON NW5 4HT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007 Fax: 020 7974 1920

CLS/COM/JL/1685.1686 vFinal