

DATED

23 April

2009

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

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

2 ALBANY TERRACE

LONDON NW1 4DS

**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 5826
Fax: 020 7974 2962**

**G:\case files\culture & env\planning\Deborah Riley\1,2 and 3 Albany Terrace\Section 106 Agreement
CLS/COM/DR/1685.115**

v1

THIS AGREEMENT is made the 23 day of April 2009

B E T W E E N:

1. **HER MAJESTY THE QUEEN** ("Her Majesty")
2. **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in the exercise of the powers conferred by the Crown Estate Act 1961 of 16 New Burlington Place, London W1S 2HX (hereinafter called "the Commissioners")
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **WHEREAS**

- 1.1 Her Majesty is the freehold owner of the Property and the Commissioners manage the Property in accordance with their powers and duties under the Crown Estates Act 1961. Her Majesty and the Commissioners are therefore interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Planning Application for the development of the Property was submitted to the Council and validated on 26 February 2009 and the Council resolved to grant permission conditionally under reference number 2008/5682/P subject to the conclusion of this legal Agreement.
- 1.3 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.
- 1.4 For that purpose the Commissioners are 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 Congestion Charge" | the daily charge payable for driving or parking a vehicle on public roads within the Congestion Charging Zone within core hours |
| 2.4 | "the Congestion Charging Zone" | the designated area of central London in respect of which the Congestion Charge applies |
| 2.5 | "the Development" | the change of use from office use (Class B1) to residential use (Class C3) to create a dwelling house as shown on drawing numbers Site Location Plan; 07; 08; 09; 10; 17; 19 |
| 2.6 | "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 |
| 2.7 | "Occupation Date" | the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly |

- 2.8 "the Parties" mean the Council the Commissioners
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 26 February 2009 for which a resolution to grant permission has been passed conditionally under reference number 2008/5682/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 2 Albany Terrace, London NW1 4DS the same as shown shaded grey on the plan annexed hereto
- 2.13 "Residents' 90% Discount" the entitlement of eligible residents living within the Congestion Charging Zone to a 90% discount for one primary vehicle against payment of the Congestion Charge
- 2.14 "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

- 2.15 "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 subject to clauses 3.2 and 3.3, shall be enforceable by the Council against the Commissioners as provided herein and against any person deriving title to any part of the Property from the Commissioners.
- 3.2 The Commissioners are acting on behalf of Her Majesty in exercise of the powers conferred by the Crown Estates Act 1961.
- 3.3 No covenants, agreements or obligations are given by Her Majesty or anyone who reigns after Her and no liability is imposed on Her Majesty or anyone who reigns after Her nor on the Commissioners in any personal or private capacity.
- 3.4 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.
- 3.5 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.
- 3.6 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 and 7 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 Commissioners 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 COMMISSIONERS

- 4.1 The Commissioners hereby covenant with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Commissioners 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Commissioners for themselves and their successors in title to the Property hereby acknowledge that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Commissioners 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 Commissioners' opinion are affected by the Commissioners' obligation in Clause 4.1 of this Agreement.
- 4.4 In the event that the Congestion Charging Zone is extended north of Marylebone Road so that the Property is included within the Congestion Charging Zone for the avoidance of any doubt clause 4.1 shall not prevent residents of the Development

being entitled to claim the Residents' 90% Discount despite not having a Residents' Parking Permit.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Commissioners 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 Commissioners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2008/5682/P the date upon which the Development will be ready for Occupation.
- 5.3 The Commissioners 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 Commissioners 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 Commissioners' possession (at the Commissioners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Commissioner agree declare and covenant with the Council that they 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 Commissioner 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 2008/5862/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 Commissioners agree 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 Commissioners hereby covenant with the Council that they 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 Commissioners 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 Commissioners) 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.

7. **JOINT AND SEVERAL LIABILITY**

7.1 All Covenants made by the Commissioners 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 and the Commissioners have caused their respective common seals to be hereunto affixed the day and year first before written

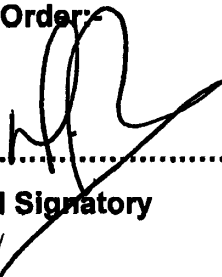
THE OFFICIAL SEAL OF)
THE CROWN ESTATE COMMISSIONERS)
Placed herewas confirmed as authentic)
by:-)



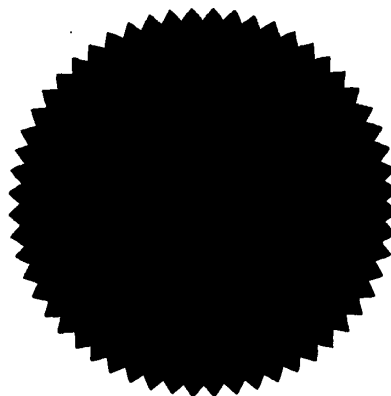
.....
Authorised Signatory

David Pinner
Authorised by the Crown Estate Commissioners

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

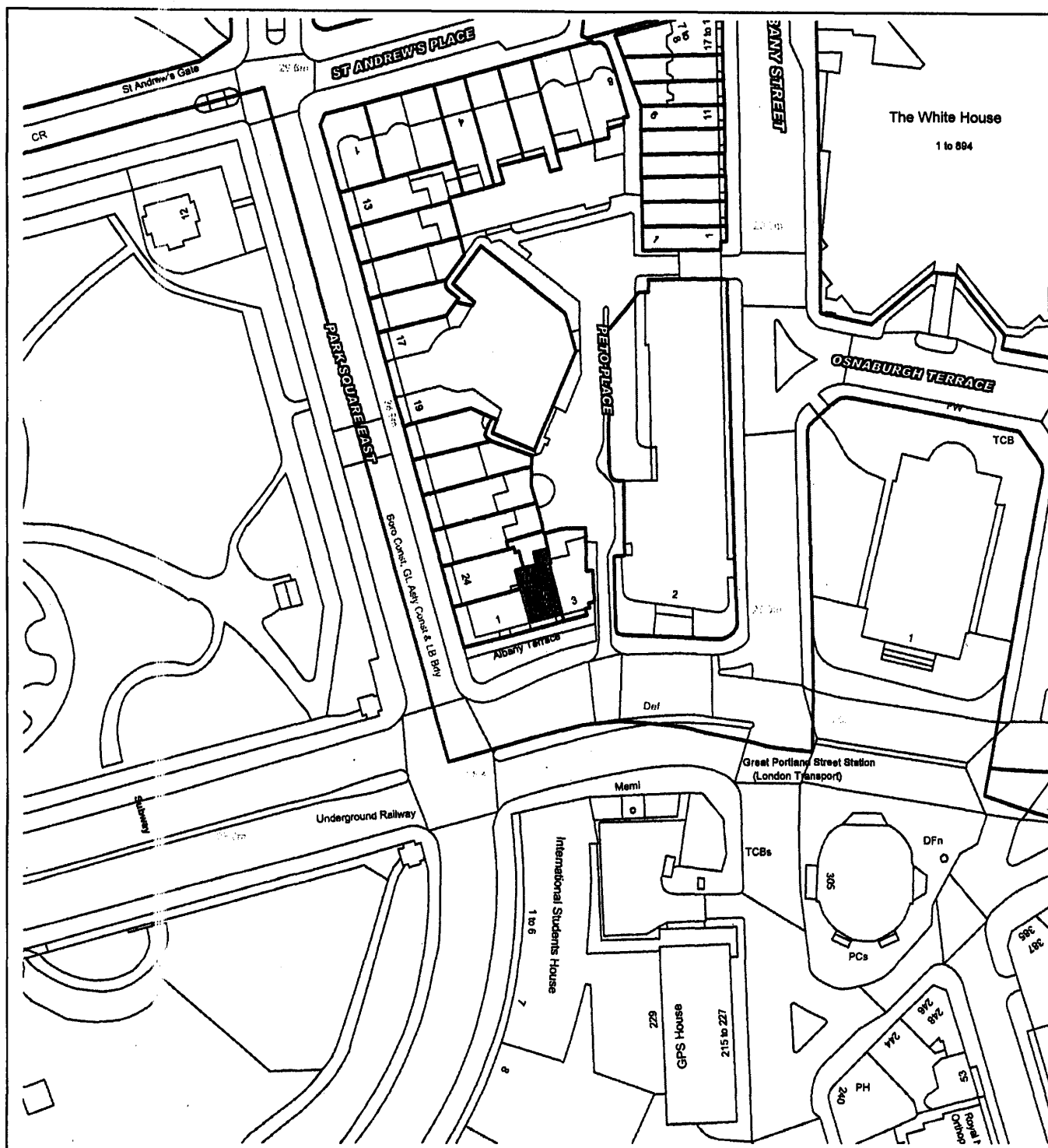


.....
Authorised Signatory



2 Albany Terrace, London NW1 4DS

22P
2



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.

Purcell Miller Tritton
St Marys Hall
Rawstorn Road
Colchester
ESSEX
CO3 3JH

Application Ref: 2008/5682/P

9 April 2009

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
2 Albany Terrace
London
NW1 4DS

Proposal:
Change of use from ~~commercial class B1~~ residential class C3 to create a dwelling house.

DECISION
Drawing Nos: Site Location Plan; 231496 07; 08; 09a; 10; 17; 19; Schedule of Works dated November 2008.

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).

Informative(s):

1 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD6, H1, H7, B1, B3, B6, B7, E2, T8 and T9. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the reasons report.

2 Your proposals may be subject to the Building Regulations and/or the London Buildings Acts 1984, covering 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).

3 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ, Tel: 020 7974 2090 or by email enquiries@camden.gov.uk or on the website www.camden.gov.uk. If you anticipate any difficulty in carrying out construction other than within the hours stated above.

4 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 Sites Team, Urban Design and Regeneration.

Yours faithfully

Culture and Environment Directorate

DATED

23 April

2009

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

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

2 ALBANY TERRACE

LONDON NW1 4DS

**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 5826

Fax: 020 7974 2962