

SR.

DATED

15 AUGUST

2006

**(1) NOTTING HILL HOUSING TRUST**

**and**

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

**relating to land known as**

**Lyndhurst Hall, Warden Road, Athlone Street, London NW5 4RE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

**Alison Lowton  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP**

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**S:plan/bw/s106 Agreements/Lyndhurst Hall (CF, AH, CFC, HC)**

THIS AGREEMENT is made the 15<sup>th</sup> day of AUGUST 2006

**BETWEEN:**

1. **NOTTING HILL HOUSING TRUST** of Grove House, 27 Hammersmith Grove, London W6 0JL (hereinafter called "the Owner ") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**WHEREAS**

- 1.1 The Owner is entitled to be registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers Title Number NGL83876 ~~(subject to a charge to the Mortgagee)~~
- 1.2 A planning application for the development of the Property was submitted to the Council and validated on 16 February 2006 and the Council resolved to grant permission conditionally under reference number 2005/4429/P subject to conclusion of this legal Agreement.
- 1.3 The Council 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 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 | "Affordable Housing"       | low cost housing provided by a Registered Social Landlord or the Council available for Social Rent or for Shared Ownership to people nominated by the Council who cannot afford to occupy homes available in the open market  |
| 2.3 | "Affordable Housing Units" | the Shared Ownership Units and Social Rented Housing Units  |
| 2.4 | "the Agreement"            | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.5 | "the Application"          | a planning application in respect of the development of the Property submitted to the Council and validated on 16 February 2006 for which a resolution to grant permission has been passed conditionally under reference number 2005/4429/P subject to conclusion of this Agreement   |
| 2.6 | "Boulevard Standard"       | <p>a high standard of paving that the Council applies to all new footway works and is defined as:-</p> <ul style="list-style-type: none"> <li>(i) 75mm thick by 600mm square and/or 600mm x 450mm reinforced concrete slabs (Marshals-Liverpool or similar approved);</li> <li>(ii) laid on 25mm thick bed of 1 part cement to 6 parts sand with same in joints;</li> </ul> <p>laid on 150mm thick C7.5P Concrete</p> |

- 2.7 "Car Free Units" the 25 units forming part of the Development as indicated edged in red on Plan 1 annexed hereto to be designated as Car Free Housing in accordance with clause 4.1 of this Agreement
- 2.8 "the Community Facilities Contribution" the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of capital work and/or provision of support for community facilities and projects arising in the vicinity of the Development and/or in the London Borough of Camden
- 2.9 "the Contributions" the Community Facilities Contribution and the Highways Contribution
- 2.10 "the Development" demolition of Lyndhurst Hall and development of three 5 to 8 storey residential blocks in a 'C' formation to provide 51 self contained flats with 17 car parking spaces at basement level as shown on drawing numbers Drawing Register & Issue Sheet; 04044-P-EX-20-104; 102; 100; 101; 103; PX-20-115; 114; 101 A; SK-001; Daylight and Sunlight Assessment; Drawing Register & Issue Sheet; Design Statement; 04044-P-20-100; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; Block Schedule; Drawing Register & Issue Sheet; 04044-p-20-100; 112; 113; 111; 102; 103; 104; 105; 106; 107; 108; 109; 110
- 2.11 "the Highways Contribution" the sum of £73,000.00 (seventy three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of

receipt for the carrying out of the following works  
("the Highways Works"):-

- (a) potential parking re-organisation to the south of the Development and consultation and amendment of Traffic Management Order;
- (b) repaving the Athlone Street frontage to Boulevard Standard, including construction of the new crossover,
- (c) repaving of the build-out on the Weedington/Warden Road frontage and planting of additional trees (if feasible);
- (d) relaying of the yorkstone footway to the Weedington/Warden Road frontage, replacing only broken slabs,

and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

**2.12 "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 but excluding such operations as demolition site clearance site preparation diversion and laying of services and construction of access or service roads) and references to "Implementation" and "Implement" shall be construed accordingly

**2.13 "Intermediate Housing"**

Affordable Housing available for rent or Shared Ownership to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in

- paragraph 3.26 of the London Plan current at the date of this Agreement a copy of which is attached to this Agreement at the First Schedule hereto
- 2.14 "Occupation Date" the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for purposes of fitting out the Development) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.15 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden and the Owner
- 2.16 "Plan 1" the drawings annexed hereto and marked Plan 1A, Plan 1B, Plan 1C, Plan 1D, Plan 1E, Plan 1F
- 2.17 "Plan 2" the plan annexed hereto and marked Plan 2
- 2.18 "Plan 3" the drawings attached hereto and marked Plan 3A, Plan 3B, Plan 3C, Plan 3D, Plan 3E, Plan 3F, Plan 3G, Plan 3H
- 2.19 "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
- 2.20 "the Planning Permission" a planning permission granted for the Development substantially in the form of the

draft attached to this Agreement at Second Schedule hereto

**2.21 "the Property"**

the land known as Lyndhurst Hall, Warden Road, Athlone Street, London NW5 4RE the same as shown shaded grey on Plan 2 annexed hereto

**2.22 "Registered Social Landlord"**

a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure the Affordable Housing created in conjunction with the Development as accommodation for people nominated by the Council through its relevant housing allocation scheme

**2.23 "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

**2.24 "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

**2.25 "Shared Ownership"**

an Intermediate Housing programme managed in accordance with OPDM and Housing Corporation guidance and requirements under which a Registered Social Landlord develop new properties or rehabilitate existing properties which are made available on the basis of part rent and part sale

**2.26 "Shared Ownership Scheme"**

the programme where the Owner ensures the Affordable Housing Units are occupied on a Shared Ownership basis with an initial equity share of 40 percent or such greater or lower percentage as appropriate to the individuals income and at initial annual rents which are not more than 2.5 percent on the retained equity or such higher percentage as may be agreed by the Parties

**2.27 "Shared Ownership Units"**

the 23 [comprising 13 x 1b; 8 x 2b (3 person); 2 x 2b (4 person)] forming part of the Affordable Housing Units the same as shown edged in green on Plan 3 annexed hereto to be used as Shared Ownership units or any other type of Affordable Housing as agreed in writing by the Council

**2.28 "Social Rented Housing"**

Affordable Housing provided to people for rent on the basis of housing need with rents no higher than rental levels being in accordance with the prevailing Housing Corporation rental structure

**2.29 "Social Rented Housing Units"**

the 28 [comprising 4 x 1b; 7 x 2b; 10 x 3b; 2 x 4b (6 person) 5 x 4b (7 person)] units forming part of the Development to be provided as Social Rented Housing the same as shown edged blue on Plan 3 attached 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 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 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 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 Car Free Units forming part of the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.
- 3.9 It is hereby agreed that upon the date hereof the obligations in the Section 106 Agreement completed on 18 May 2006 made between the Parties to this Agreement in relation to the Development shall be superseded by the planning obligations in this Agreement which shall be carried out and completed and discharged in accordance with the terms of this Agreement.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

#### **4.1 Car Free Housing**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any of the Car Free Units forming part of the Development each new resident of the Car Free Units 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 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.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

#### **4.2 The Contributions**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Contributions.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Contributions.
- 4.2.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.5 If the Certified Sum is less than the Highways Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

**4.2.6** In the event that the Contributions or any part of the Contributions shall not have been expended within five years from the date of receipt then the Contributions or the unspent proportion of the Contributions shall be returned to the Owner.

### **4.3 Affordable Housing**

**4.3.1** At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council in accordance with the specification approved by a Registered Social Landlord.

**4.3.2** To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing for occupation by tenants of the Social Rented Housing Units as Social Rented Housing and tenants of Shared Ownership Units in accordance with the Shared Ownership Scheme.

**4.3.3** Not to occupy or allow occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to the Owner or another a Registered Social Landlord approved by the Council;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.3.1 hereof.

**4.3.4** To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan at the date of this Agreement.

4.3.5 Subject always to clause 6.10 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage or any grant of a shared ownership lease or the disposal of the freehold of a shared ownership lease or grant of tenancies or sales under Right to Buy or acquire or similar) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

**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 7 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 2005/4429/P the date upon which the residential units forming the Development are 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 Payment of the Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZM058ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and the Owner shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/4429/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 HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand 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 nor their successors in title nor any person deriving title from the Owner 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.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clause 4.3 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
  - ii) In the event of service of a Default Notice the Council shall be at liberty for a period of sixcalendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Units on terms acceptable to the mortgagee or chargee.
  - iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council

failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4.3 hereof.

- 6.10 Any person (or person claiming title from such tenant) to whom a Registered Social Landlord grants a shared ownership lease (whether or not subsequently staircased to 100%) or any successor in title to such person or any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or a Right to Buy pursuant to Part V of the Housing Act 1985 (or similar statutory Right to Buy or acquire shall be released from the obligations of Sub Clause 4.3 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all grant monies received by the relevant Registered Social Landlord in respect of the sale to such tenant shall be applied exclusively for the provision of Affordable Housing within the North Sub-Regional Group (as defined by the Housing Corporation) .

7. 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 has executed this instrument as its Deed the day and year first be

THE COMMON SEAL OF  
NOTTING)  
HILL HOUSING TRUST  
was hereunto affixed  
in the presence of:-/

.....  
Authorised Signatory

.....  
Secretary

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

.....  
Authorised Signatory

# THE FIRST SCHEDULE

London Plan policies should ensure that new affordable housing provision seeks to meet the full spectrum of housing need.

3.26 For the purposes of the London Plan, housing is divided into three segments:

- Social Housing – Housing provided by a landlord where access is on the basis of housing need, and rents are no higher than target rents set by the government for housing association and local authority rents.
- Intermediate Housing – Sub-market housing which is above target rents, but is substantially below open market levels and is affordable by households on incomes of less than £40,000 (as at 2003/4 to be reviewed annually to reflect changes in income: house-price ratios). This pan-London figure will be kept under review through the SPG both in terms of its quantum and distribution across boroughs. This category can include shared ownership, sub-market rent provision and key worker housing which meets this criterion. It may also include some low-cost market housing where its price is equivalent to other forms of intermediate housing.
- Market Housing – Owner-occupied and private rented housing, which does not meet the affordability and access criteria for social housing or intermediate housing.

249,000  
(UPDATED AS  
AT NOVEMBER  
2005)

3.27 These definitions will be further detailed in Supplementary Planning Guidance.

3.28 Provision of purpose-built student housing adds to the overall supply of housing and may reduce pressure on the existing supply of market and affordable housing. Provision of purpose-built student housing should be monitored separately from provision in relation to targets for social housing and intermediate provision, as these are targeted at different needs.

3.29 It may also be appropriate for a borough to set sub-targets for priority groups, such as key workers, within the intermediate provision category.

## *Assessing the need for affordable housing*

3.30 One of the Mayor's strategic objectives is to increase substantially London's supply of affordable housing. This is strategically important to London in order to promote mixed and balanced communities and



Development Control  
Planning Services  
London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8ND

Tel 020 7278 4444  
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Textlink 020 7974 6866

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

Avanti Architects  
361-373 City Road  
London  
EC1V 1AS

Application Ref: 2005/4429/P

28 June 2006

Dear Sir/Madam

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

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

Address:  
**Lyndhurst Hall**  
**Warden Road**  
**Athlone Street**  
**London**  
**NW5 4RE**

**Proposal:**

Demolition of Lyndhurst Hall and development of three 5 to 8 storey residential blocks in a 'C' formation to provide 51 self contained flats with 17 car parking spaces at basement level.

Drawing Nos: Drawing Register & Issue Sheet; 04044-P-EX-20-104; 102; 100; 101; 103; PX-20-115; 114; 101 A; SK-001; Daylight and Sunlight Assessment; Drawing Register & Issue Sheet; Design Statement; 04044-P-20-100; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; Block Schedule; Drawing Register & Issue Sheet; 04044-p-20-100; 112; 113; 111; 102; 103; 104; 105; 106; 107; 108; 109; 110.

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 details of typical windows and balustrading to be used on the building shall not be otherwise than as shall have been submitted to (at a scale of 1:10) and approved by the Council before any work is commenced on the relevant part of the development. These parts of the development shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13 and EN37 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 3 Sample panels of all external materials (including windows, glazing, balustrading, automatic shutter, and brickwork demonstrating the proposed colour, texture, face-bond and pointing) shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13 and EN37 of the London Borough of Camden Unitary Development Plan 2000 and policies B1 and B7 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels (in particular show the relationship between the proposed electricity sub-station and Beckington open space). The details shall also include measures to adequately enhance biodiversity including creating wildlife habitats.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN1 and EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, N2 and Nnew of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season and following seasons thereafter, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN1 and EN15 of the London Borough of Camden Unitary Development Plan 2000 and policies B1, N2 and Nnew of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 6 Before the use commences, details of the method of storage and waste removal (including recycled materials) shall be submitted to and approved by the Council and the approved method shall thereafter be maintained.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies RE2 and EN19 of the London Borough of Camden Unitary Development Plan 2000 and policy SD6 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 7 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000 and policies SD6 and T9 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 8 Prior to the commencement of the development hereby permitted a scheme for renewable energy provision (including plans and particulars) shall be submitted to and approved in writing by the Local Planning Authority. The first unit shall not be occupied until the scheme is fully installed in accordance with the approved details and the system shall be fully utilised and maintained thereafter.

Reason: To ensure the development meets renewable energy and sustainability objectives in compliance with policy EN12 of the London Borough of Camden Unitary Development Plan 2000 and to policy SD9 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 9 Before the use commences, details of secure and undercover cycle storage areas shall be submitted to and approved by the Council and these cycle storage areas shall be retained as such thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policy TR22 of the London Borough of Camden Unitary Development Plan 2000 and policy T3 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

- 10 Notwithstanding the information shown on the approved plans, details of the proposed vehicular access to the site shall be submitted to and approved by the Council. These details should demonstrate that two vehicles can safely pass each other at the site entrance without protruding onto the public footway and to obviate the need for excessive reversing manoeuvres. The access shall be provided in accordance with the approved details prior to the occupation of the first unit.

Reason: In the interests of highway and pedestrian safety and in accordance with policies TR19 and TR21 of the London Borough of Camden Unitary Development Plan 2000 and policies T3 and T12 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

**Informative(s):**

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 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.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE2, RE6, EN1, EN13, EN14, EN15, EN19, EN37, EN43, EN44, EN45, EN48, EN52, EN53, TR11, TR16, TR17, TR18, TR19, TR20, TR21, TR22, HG8, HG11, HG12, HG13, HG14, HG16, SC1, DS5 and DS10 and policies SD2, SD6, SD9, H1, H2, H7, H8, B1, B9, N2, N4, Nnew, T3, T7, T8, T9, T12, and C2 of the Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006.

For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 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 Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

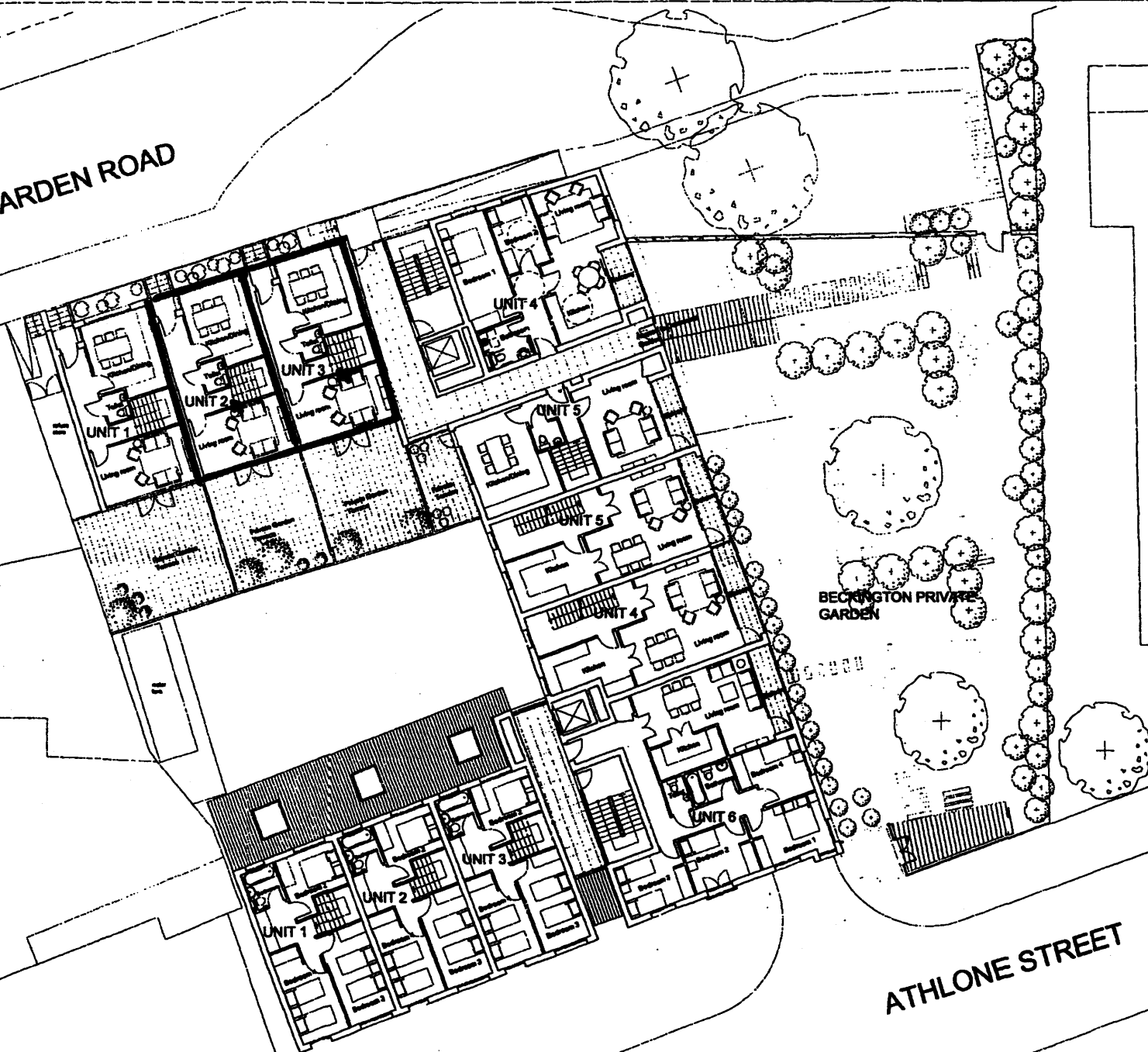
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Service, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

Yours faithfully

Culture and Environment Directorate

PLANNING

WARDEN ROAD



ATHLONE STREET

BECKINGTON PRIVATE GARDEN

|                   |            |                      |
|-------------------|------------|----------------------|
| Site of the house | 10/02/2005 | PLANNING APPLICATION |
| Scale             | 1:100      | A1                   |
| Drawn by          | GB         | RL                   |

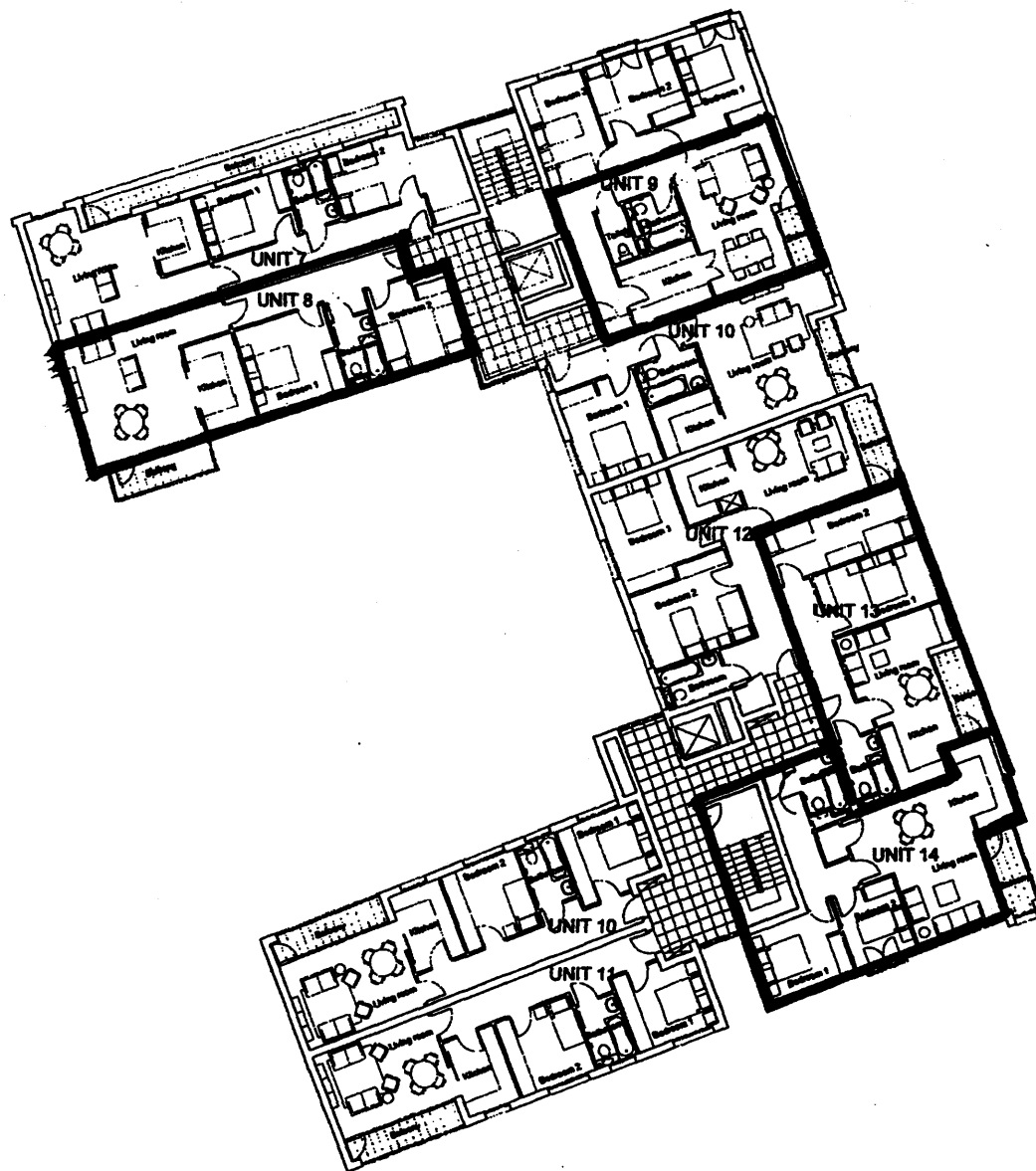
|         |  |
|---------|--|
| Project | Lynnhurst Hall<br>London N16 6ES                     |
| Phase   | PLANS  |
| Drawing | Ground Floor Warden Rd<br>First Floor Athlone Street |

|                |                |
|----------------|----------------|
| Drawing number | 04044-P-20-103 |
|----------------|----------------|

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200-200 City Road  
London EC1Y 1AB  
020 7494 1000  
020 7494 1001





PLAN 1/5

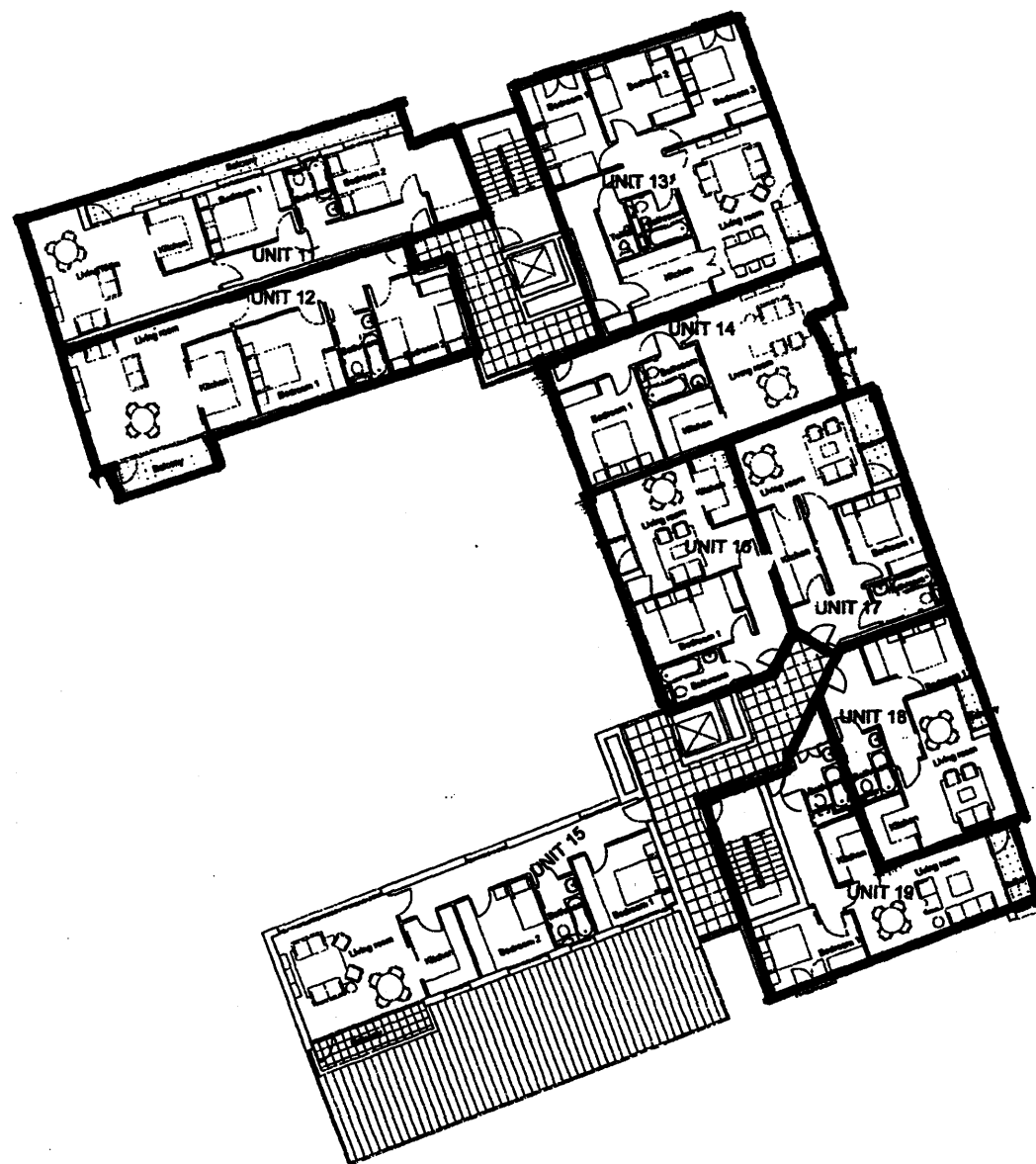
| NO. | DATE       | DESCRIPTION          | BY | CHECKED BY |
|-----|------------|----------------------|----|------------|
| 1   | 10/10/2005 | PLANNING APPLICATION | AT | ML         |

|         |  |
|---------|--|
| project | Lyndhurst Hall<br>London N9 6NS                    |
| phase   | PLANS  |
| address | 2nd Floor Woodstock Rd<br>2nd Floor Address Report |

|                |                |
|----------------|----------------|
| drawing number | 04044-P-20-105 |
| sheet          | 1              |

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|   |   |
|---|---|
| 04044-P-20-105<br>2nd Floor Woodstock Rd<br>London EC4A 3DF<br>020 7900 3000<br>020 7900 3000 | 04044-P-20-105<br>2nd Floor Woodstock Rd<br>London EC4A 3DF<br>020 7900 3000<br>020 7900 3000 |
|---|---|



PLAN 1C

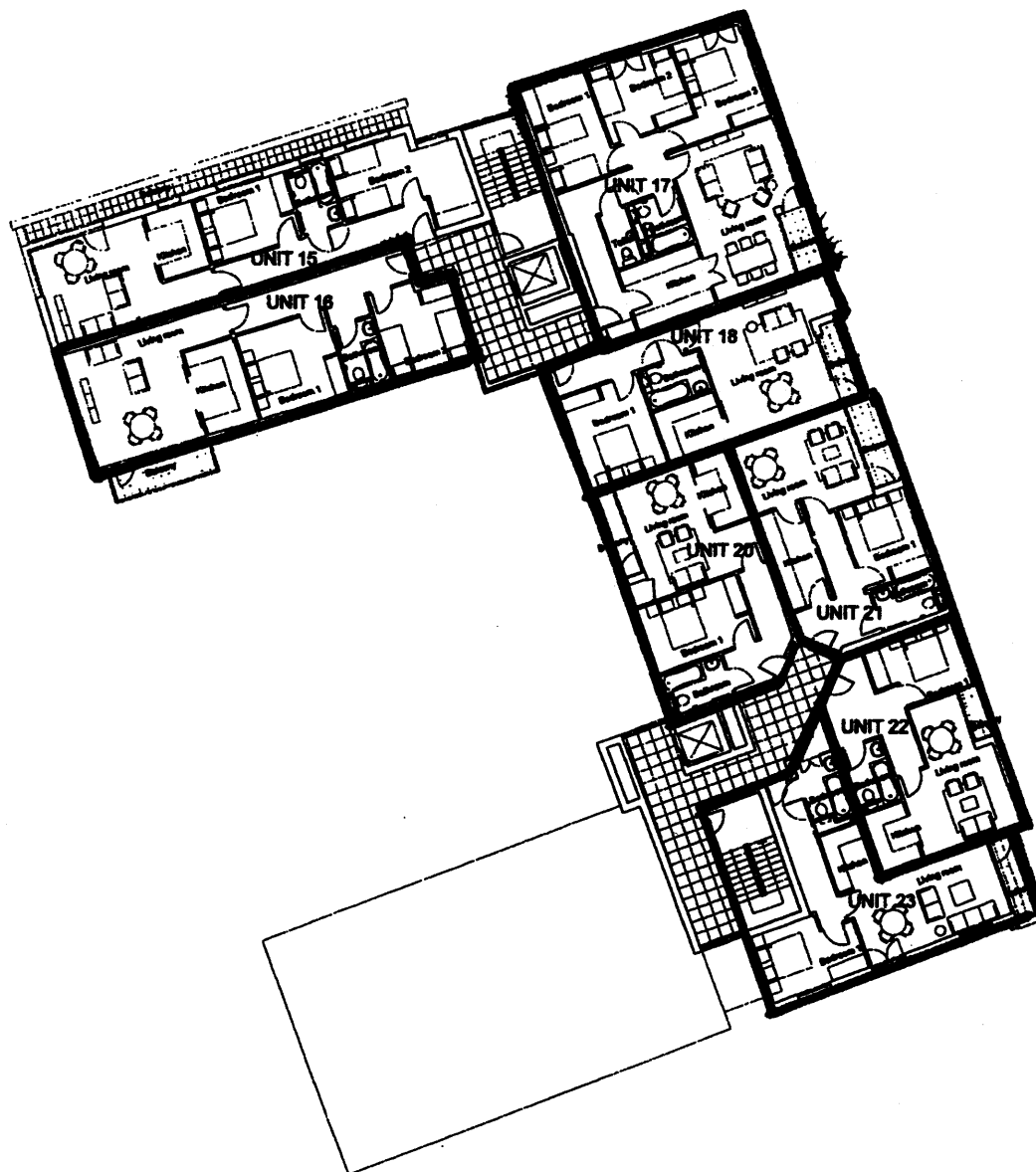
|                    |            |            |                      |
|--------------------|------------|------------|----------------------|
| date of this issue | 16/05/2006 | status     | PLANNING APPLICATION |
| scale              | 1:100      | author     | AK                   |
| drawn by           | AK         | checked by | AK                   |

|         |  |
|---------|--|
| project | Lytham Hall<br>London W8                         |
| plans   | PLANS  |
| address | 3rd Floor Warden Rd<br>4th Floor Adelaide Street |

|                |                |          |   |
|----------------|----------------|----------|---|
| drawing number | 04044-P-20-105 | revision | 1 |
|----------------|----------------|----------|---|

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|--|--|
| © Avant Architects<br>100-102 City Road<br>London EC1Y 1AG<br>020 7553 3000<br>020 7553 3000 | <p>These drawings are the property of Avant Architects and are not to be used for any other purpose without the written consent of Avant Architects.</p> <p>These drawings are the property of Avant Architects and are not to be used for any other purpose without the written consent of Avant Architects.</p> <p>These drawings are the property of Avant Architects and are not to be used for any other purpose without the written consent of Avant Architects.</p> |
|--|--|



PLAN 1 D

|               |            |                      |            |
|---------------|------------|----------------------|------------|
| DATE OF ISSUE | 19/10/2008 | DATE                 | 19/10/2008 |
| PROJECT       | 10/10/2008 | PLANNING APPLICATION |            |
| SCALE         | 1:100      | BY                   | AT         |
| DESIGNED BY   | GP         | CHECKED BY           | SL         |

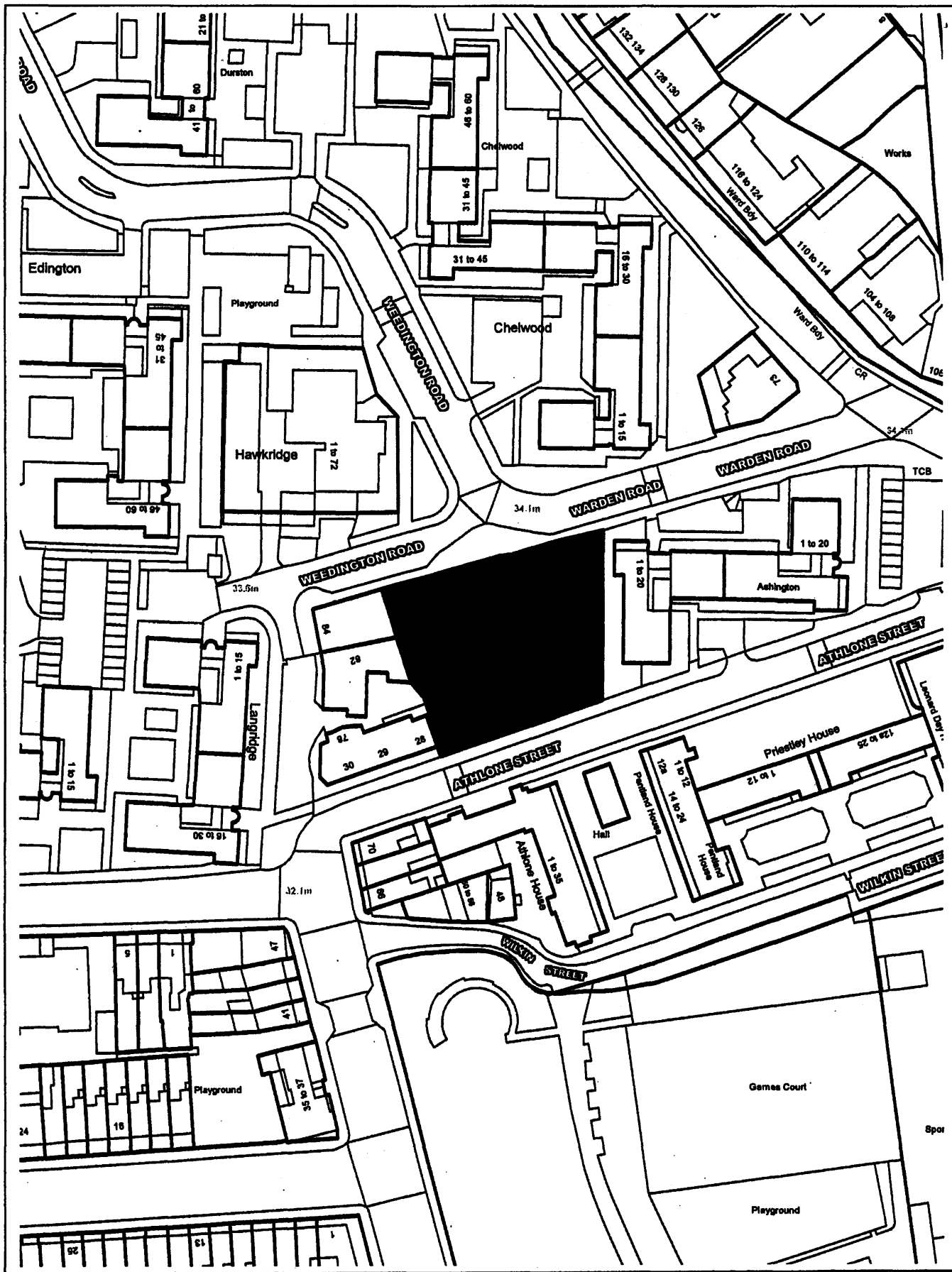
|         |   |
|---------|---|
| PROJECT | Lyonswood Hall<br>London SW16                 |
| PLANS   |   |
| DRAWING | 4th Floor Windows Plan<br>5th Floor HSB Block |

|                |                |
|----------------|----------------|
| DRAWING NUMBER | 04044-P-20-107 |
| REVISION       | 1              |

**avanti architects**

|   |  |
|---|--|
| Richard Auld<br>100-101 City Road<br>London EC1Y 1AB<br>T 020 7350 3000<br>F 020 7350 3005<br>info@avantiarchitects.com | AVANTI ARCHITECTS<br>100-101 City Road<br>London EC1Y 1AB<br>T 020 7350 3000<br>F 020 7350 3005<br>info@avantiarchitects.com |
|---|--|

## PLAN 2



**Application No: 2005/4429/P**

**Lyndhurst Hall**  
☐ **Warden Road**  
☐ **Athlone Street**  
☐ **London**  
☐ **NW5 4RE**

**Scale:**  
**1:1250**  
**Date:**  
**28-Jun-06**



WARDEN ROAD

ATHLONE STREET

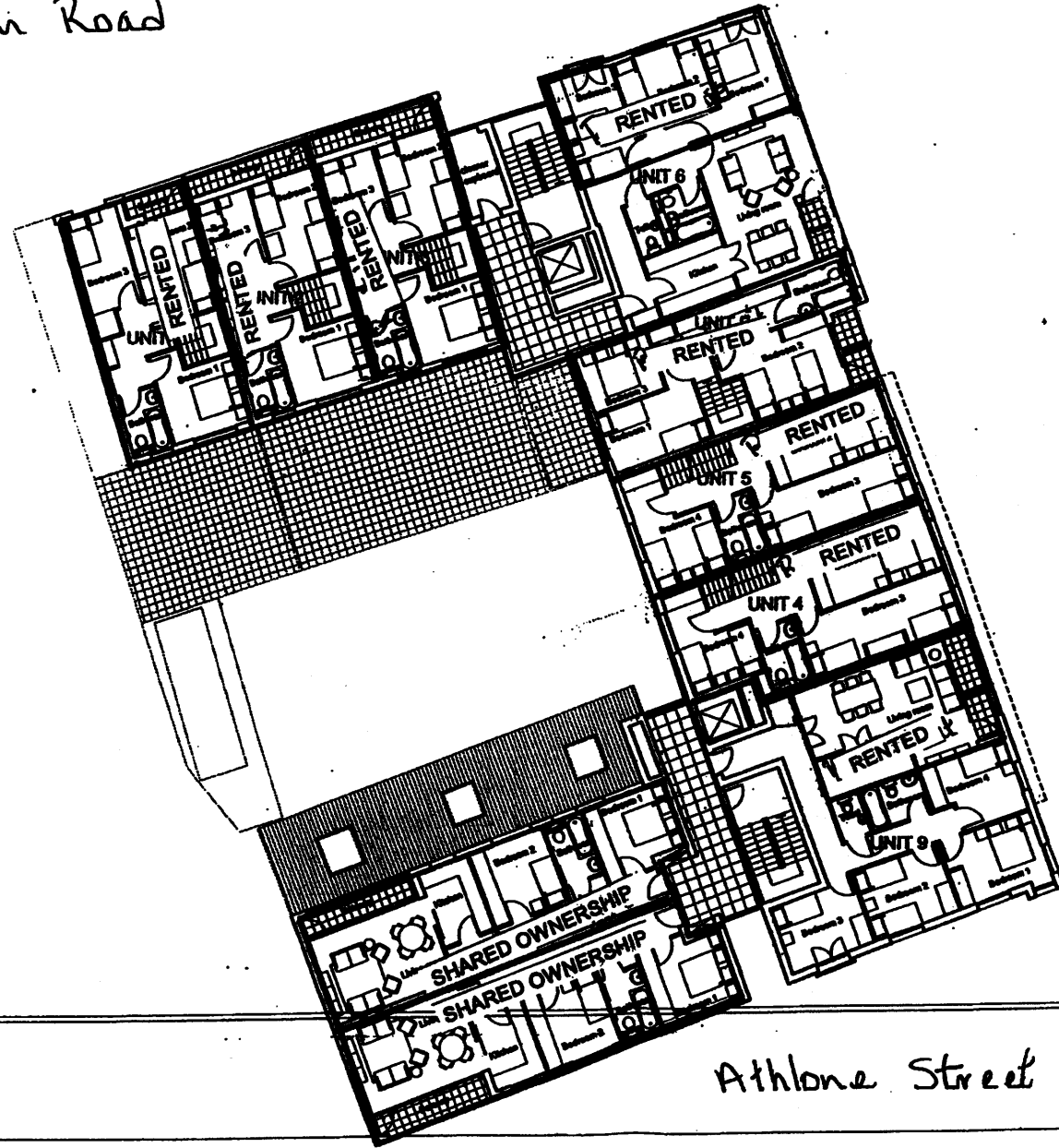
|                     |                             |         |          |
|---------------------|-----------------------------|---------|----------|
| date of birth/death | 1970/1980                   | place   | PLAZA/10 |
| sex                 | male                        | date    | 1980     |
| city                | LA                          | country | USA      |
| project             | Lyndon B. Johnson Library   | plans   | PLANS    |
| drawing             | LBJ Plaza West Ground Floor |         |          |
| drawing number      | 04044-P-20-102              |         |          |

PLAN 3B

ATHLONE STREET

[illegible]

Warden Road



Athlone Street

PLAN 3C

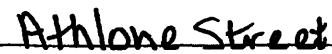
| Unit | Area    | Notes |
|------|---------|-------|
| 1    | 107/108 | PLANS |
| 2    | 109     | PLANS |
| 3    | 110     | PLANS |
| 4    | 111     | PLANS |
| 5    | 112     | PLANS |
| 6    | 113     | PLANS |
| 7    | 114     | PLANS |
| 8    | 115     | PLANS |
| 9    | 116     | PLANS |
| 10   | 117     | PLANS |
| 11   | 118     | PLANS |

04044-P-20-104

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London EC1Y 1AB

7 CAN

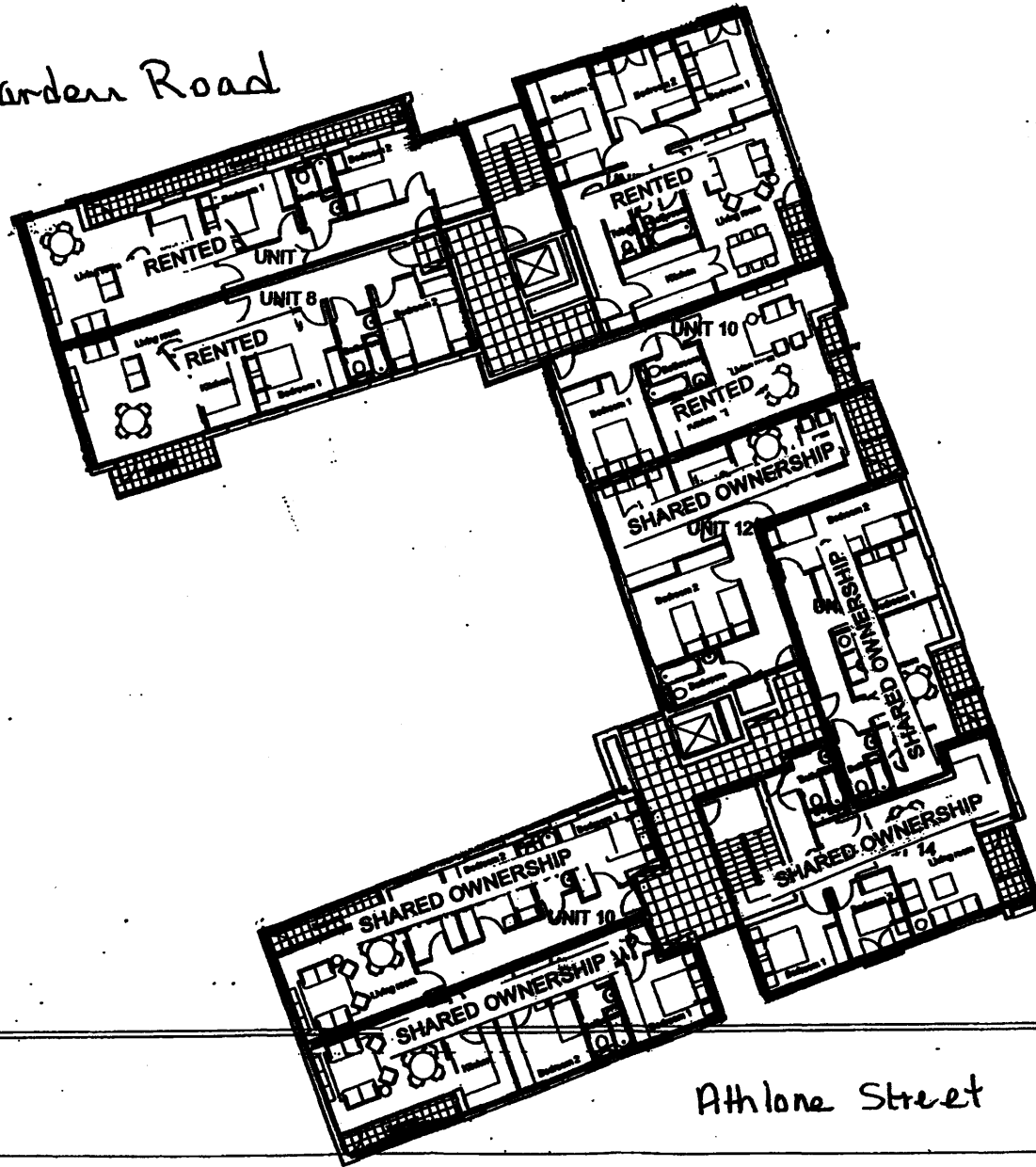


1000 17th St NW  
Washington, DC 20036



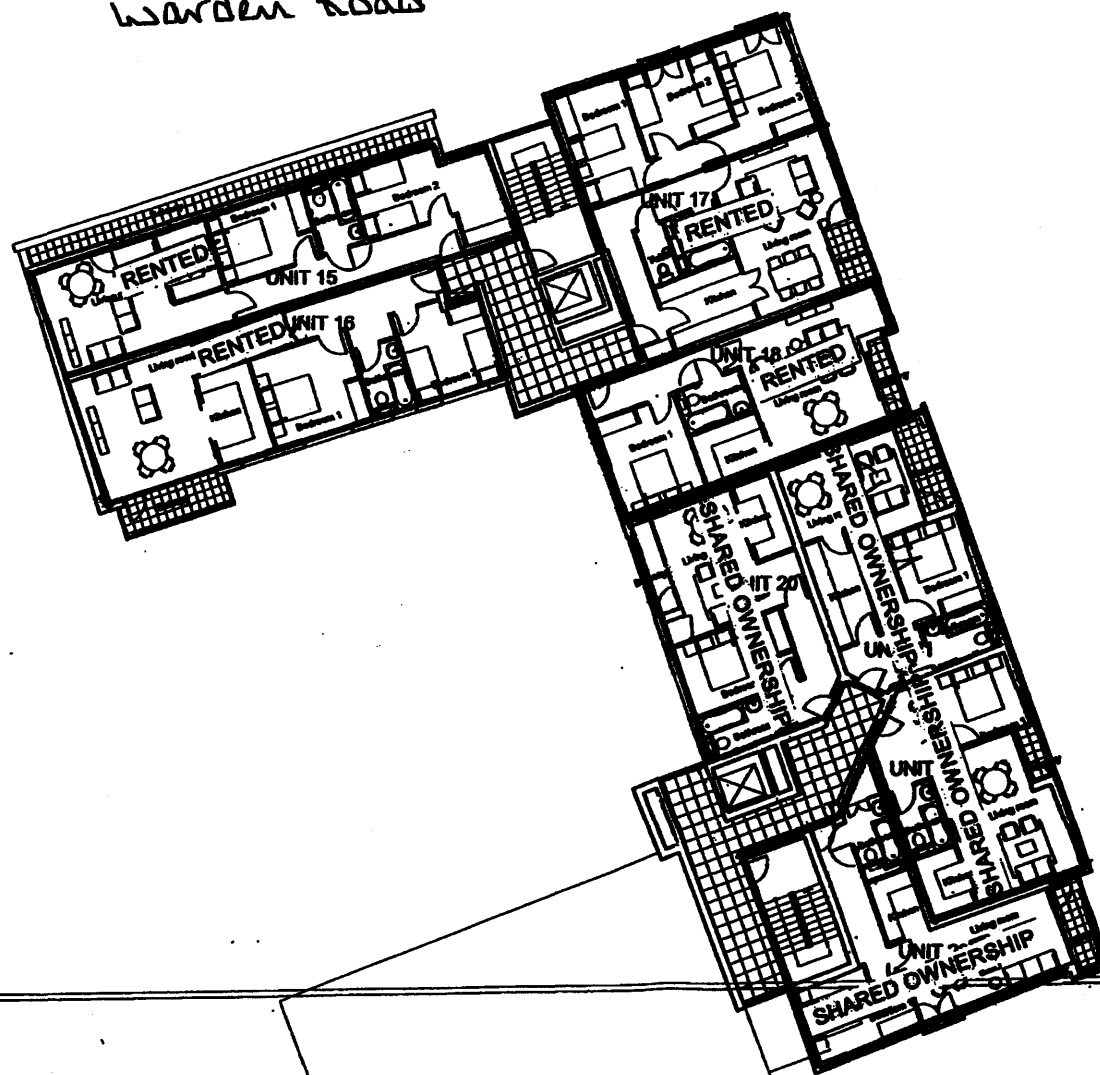
PLAN 3E

Athlone Street



|                |                |                                |           |
|----------------|----------------|--------------------------------|-----------|
| date of birth  | 1970/02/25     | name                           | PL/PA0000 |
| sex            | male           | city                           |           |
| country        | USA            | city                           | AL        |
| company        |                | company                        |           |
| job            | ML             |                                |           |
| project        |                | Lynchburg H<br>Lynchburg H     |           |
|                |                | PL/PA                          |           |
| company        |                | Steel Plant W<br>Steel Plant W |           |
| company number |                |                                |           |
|                | 04044-P-35-105 |                                |           |

Warden Road

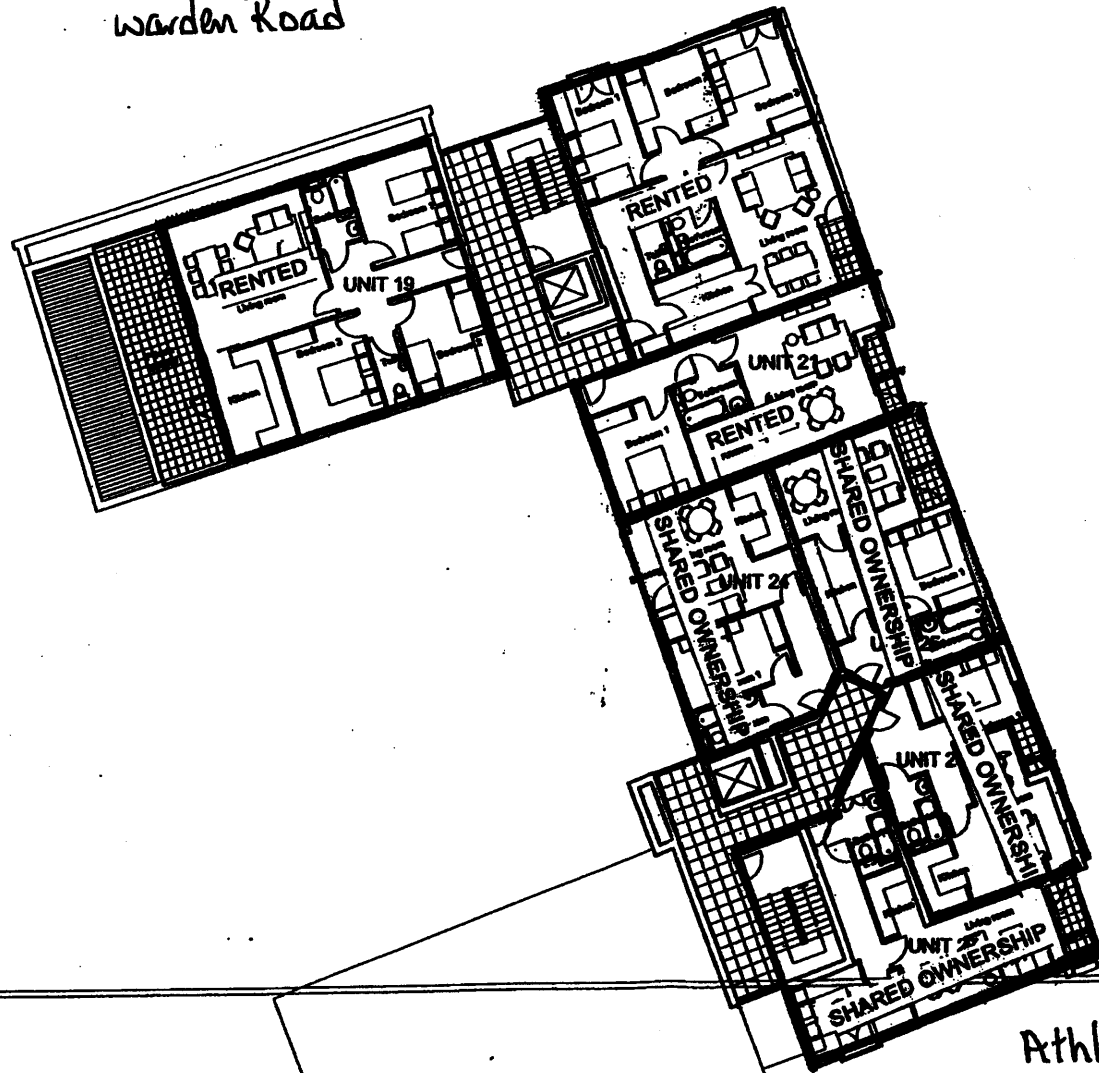


Akhona Street

## PLAN 3F

[illegible]

Warden Road



Athlone Street

PLAN 34

|                          |                              |
|--------------------------|------------------------------|
| Architect                | Avanti Architects            |
| Client                   | PLANNING A1                  |
| Date of Issue            | 10/05/2018                   |
| Scale                    | 1:500 A1                     |
| Drawn by                 | AVI                          |
| Checked by               | AVI                          |
| Project                  | Lynbrook Hall London W10     |
| Plan                     | PLAN 34                      |
| Showing                  | 5th Floor Plan 5th Floor W10 |
| Drawn by                 | AVI                          |
| Checked by               | AVI                          |
| Project Number           | 0401 P-20-100                |
| Avanti Architects        |                              |
| 20th City Road           |                              |
| London EC1Y 1AB          |                              |
| 020 7346 1234            |                              |
| www.avantiarchitects.com |                              |

SHARED OWNERSHIP

SHARED OWNERSHIP

SHARED OWNERSHIP

SHARED OWNERSHIP

UNIT 101

SHARED OWNERSHIP

|          |                               |            |             |
|----------|-------------------------------|------------|-------------|
| date     | 10/19/1995                    | status     | PLANNING AP |
| made     | 2:100                         | also       | A1          |
| drawn by | DR                            | checked by | DL          |
| project  | Lynchburg Mall<br>Landon 1995 |            |             |
| drawing  | 7th Floor<br>North-South St   |            |             |

040442-20-109

avant archit

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201-273-4444  
London EC4N 3SE

**DATED**

**15 AUGUST**

**2006**

**(1) NOTTING HILL HOUSING TRUST**

**and**

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

**relating to land known as  
Lyndhurst Hall, Warden Road, Athlone Street, London NW5 4RE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980**

**Alison Lowton  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP**

**Tel: 020 7974 6007  
Fax: 020 7974 2962**

**S:plan/bw/s106 Agreements/Lyndhurst Hall (CF, AH, CFC, HC)**