

Development Control**Planning Services**

London Borough of Camden

Town Hall

Argyle Street

London WC1H 8ND

Tel 0171 278 4444

Fax 0171 860 5713

Additional conditions:

- 1 The design, external appearance of the buildings, the landscaping of the site, the numbers and location of car parking spaces, the location and design of the Under 5s play area and the general purpose play area ("the reserved matters") shall be approved by the Councils Development Control Sub-Committee before work on the site is commenced.
- 2 Application for approval of the reserved matters shall be submitted to the Council within three years from the date of this permission.
- 3 The development must be begun not later than either five years from the date of this permission or two years from the final approval of the reserved matters, whichever is the later.
- 4 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. 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, with others of similar size and species, unless the Council gives written consent to any variation.
- 5 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council for a period of at least 12 months following the completion of the development hereby approved, or such longer period as may be required under Sections 198 and 211 of the Town and Country Planning Act 1990.
- 6 The whole of the car parking accommodation which is approved pursuant to condition 01 shall be provided and retained permanently for the parking of vehicles of the occupiers and users of the remainder of the building.

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Reasons for additional conditions:

- 1 In order that the Council may give consideration to the details of the proposed development.
- 2 In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
- 3 In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990.
- 4 To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
- 5 To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area.
- 6 To ensure the permanent retention of the accommodation for parking purposes and to ensure that the use of the building does not add to traffic congestion.

This application was dealt with by Randall Macdonald on 0171 860 5821.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Environment Department

(Duly authorised by the Council to sign this document)

DecfplanWC/TPFU

DATED 2nd October 1997

WEST HAMPSTEAD HOUSING ASSOCIATION

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as:
Templar House (rear site),
Shoot Up Hill, London NW2
pursuant to Section 106 of the
Town and Country Planning Act 1990
(as amended)

Amanda Kelly
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Ref: CLS/ENV/DS/JAL/13997

Tel: 0171 413 6464
Fax: 0171 860 5659

envsec2/DENISE/106-Templa

THIS AGREEMENT is made the *1st* day of *October* 1997

B E T W E E N:

1. **WEST HAMPSTEAD HOUSING ASSOCIATION** whose registered office is situate at **2 Grangeway, London NW6 2BT** (hereinafter called "the Housing Association") of the first part
2. **THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the other part

WHEREAS

1. By an agreement dated *1 October* 1997 the Council contracted to transfer to the Housing Association the Site.
 - 1.1. The Site and adjoining land is registered at HM Land Registry under Title Number NGL728120
 - 1.2. The Council is the local Planning Authority for the purposes of the Act
 - 1.3. The Housing Association is interested in the Site for the purposes of Section 106(9) of the Act.
 - 1.4. A revised Planning Application was submitted to the Council on the 21st February 1997
 - 1.5. The Council consider it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
 - 1.6. For that purpose the Housing Association is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
 - 1.7. The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the planning permission of even date herewith and subject to the covenants undertakings and restrictions herein contained
 - 1.8. Save for the provisions of Clauses 10.3, 10.4 and 10.5 of this Agreement which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the Implementation Date.

2. **DEFINITIONS**

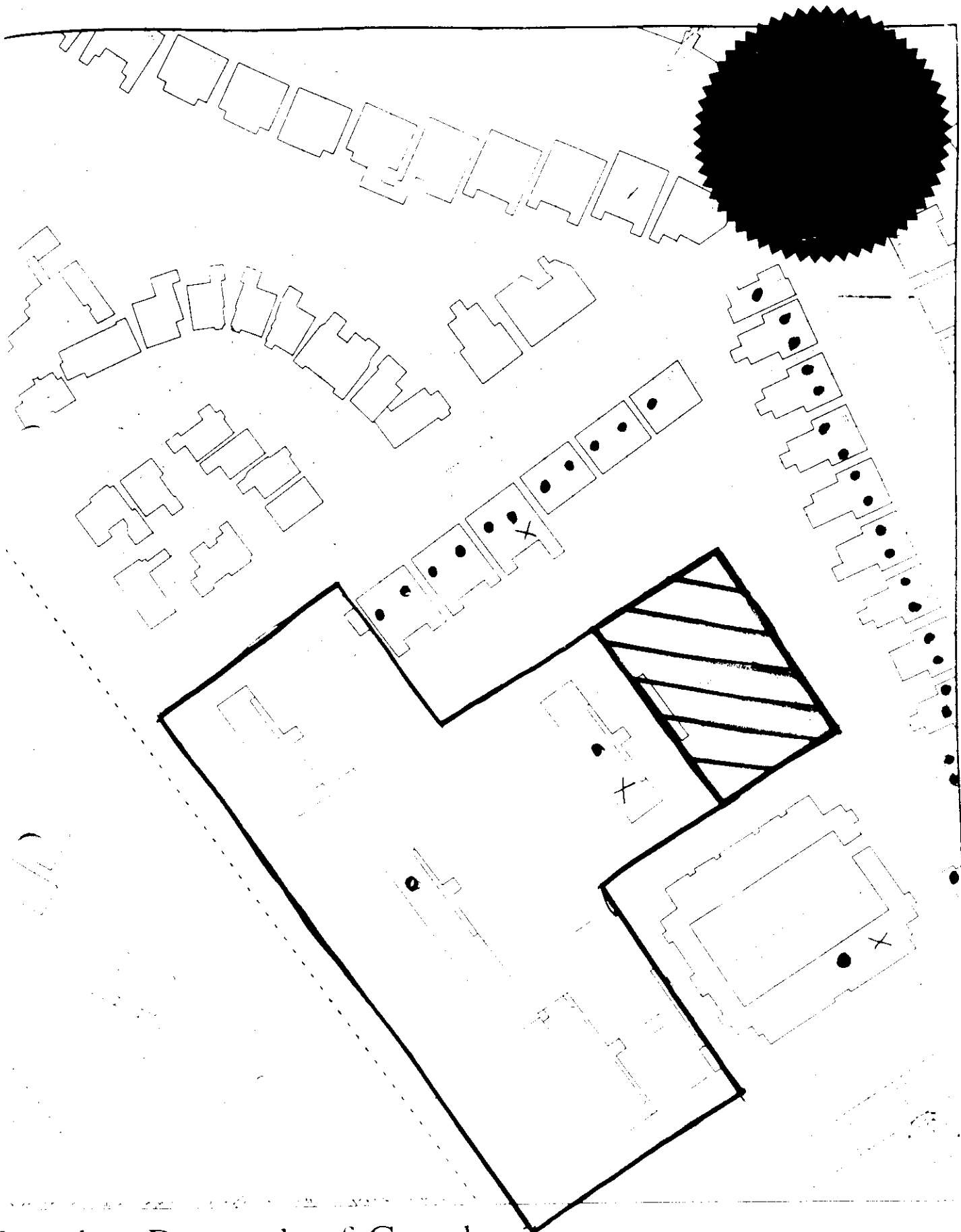
In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1. "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

- 2.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3. "the Application" the revised planning application submitted by Peter Tigg on behalf of West Hampstead Housing Association on 21st February 1997 and given reference number P9601805R3
- 2.4. "the Development" the erection of 12 houses, the provision of 12 parking spaces, the creation of a general purpose play area, and under 5's play area as shown on drawing numbers TH03, TH4C, TH10 and TH14
- 2.5. "the Implementation Date" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act but excluding site clearance or demolition works
- 2.6. "the Planning Permission" a planning permission granted for the Development in the draft form annexed hereto
- 2.7. "the Site" Templar House (rear site) Shoot Up Hill, London NW2 which for the purposes of identification only is shown edged red on the plan attached hereto

NOW THIS DEED WITNESSETH as follows:-

3. 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 Housing Association and against any person deriving title to the Property from the Housing Association
4. It is hereby agreed between the parties that save for the provisions of clauses 10.3, 10.4 and 10.5 below which shall come into effect on the date hereof and covenants undertakings and obligations contained within this Agreement shall become binding upon the Housing Association upon the Implementation Date
5. The Council hereby agrees to grant the Planning Permission on the date hereof



London Borough of Camden

Environment Department
 An Hall Extension
 142 Street Entrance
 EC6W 7H SEQ

R/c Templar House
 Street up Hill, All 2

Kirwille

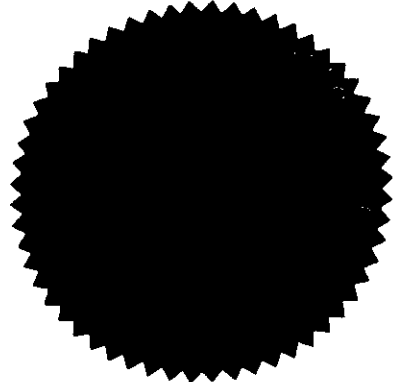
6. No person shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
7. If the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect
8. **THE HOUSING ASSOCIATION** covenants with the Council as follows:-
 - 8.1. That it will provide:-
 - 8.1.1. an under 5's play area
 - 8.1.2. a general purpose play area
 - 8.1.3. environmental improvements to the Templar House Estate, at a ~~maximum~~^{minimum} total cost of £253,360 including VAT and fees the location and details of which must be agreed by the Council (such agreement not to be unreasonably withheld or delayed) prior to completion of or occupation of the houses whichever is the sooner.
 - 8.2. that it will not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement
 - 8.3. that it shall within ten days from the date of receipt of the Land Certificate lodge the same at HM Land Charges Registry and will apply to the Chief Land Registrar thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the land.
9. **THE COUNCIL** covenants with the Housing Association that in the event of termination of this Agreement (by effluxion of time or otherwise) that it shall upon written notice from the Housing Association:-
 - i) Provide (at the expense of the Housing Association) a Notice of Withdrawal of the restriction or other entry at the Land Registry mentioned in Clause 10.3 hereof

- ii) Provide the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 10.5 hereof
- 10. The Housing Association shall supply details of all payments made by the Housing Association (including all costs, expenses and fees) in providing the works referred to in Clause 8.1 of this Deed and including in particular copies of all certified payments made to the Housing Association's contractor in respect of the provision of such works and such certificates shall constitute evidence of the expenditure incurred by the Housing Association in providing the said works save in the case of manifest error
- 11. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-
 - 11.1. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity
 - 11.2. The provisions of Section 106 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: CLS/ENV/CHL/13997) the Council of the London Borough of Camden, Town Hall, Judd Street, London WC1H 9LP and any notice to the Housing Association addressed to its registered office for the time being.
 - 11.3. This Agreement shall be registered as a Local Land Charge
 - 11.4. The Housing Association agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement
 - 11.5. Upon compliance by the Housing Association of its obligations under Clause 8.1 of this Agreement the Council shall upon written notice from the Housing Association procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 10.3 hereof
- 12. Any dispute or difference arising between the parties in respect of clauses 8 or 10 of this Deed shall be referred to a single Arbitrator to be appointed by the parties who in the absence of agreement by the parties shall be appointed by the President for the time being (or other acting Senior Officer) of the Royal Institute of Chartered Surveyors and such reference to Arbitration shall be subject to provisions of

the Arbitration Act 1996 or any statutory modification thereof for the time being in force and the Arbitrator shall be paid as determined by the Arbitrator.

IN WITNESS whereof the Housing Association and the Council have caused their respective common seals to be affixed the day and year first above written.

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE)
LONDON BOROUGH OF CAMDEN)
was hereunto affixed)
in the presence of:-)



.....
Authorised Signatory

THE COMMON SEAL OF)
WEST HAMPSTEAD HOUSING)
ASSOCIATION was hereunto)
affixed in the presence of:-)

.....
Authorised Signatory

K. S. Miller

1)