

Date: 22nd August 2014
Your Reference: 2012/8036/P
Our Reference: CLS/PK/1685.2545
Enquiries to: Patrick Kelly

London Borough of Camden
Camden Town Hall
Judd Street
London WC1H 9JE

Tel: 020 7974 5577

Email: Rosemary.Westbrook
@camden.gov.uk

Ed Watson
Director of Culture & Environment
London Borough of Camden
Camden Town Hall
Judd Street
London WC1H 9JE

Dear Ed

**THE MARR, CAMDEN STREET: PLANNING APPLICATION REF. 2013/8036/P
(SHADOW) SECTION 106 AGREEMENT**

I refer to the above matter.

Condition 7 of the above-referenced planning permission states that:

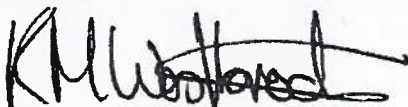
"No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by planning conditions 5 (car-capped) and 6 (Off-street parking) above and marked *."

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Housing and Adult Social Care Department, in the construction and operation of the proposed development at The Marr, Camden Street, London, NW1 0HE will comply with the conditions marked with an asterisk (*) in the planning permission referenced 2013/8036/P in the manner set out in the obligations contained within the attached "shadow" Section 106 agreement.

I also further confirm that my Department will not dispose of any of its interests in the land at The Marr, Camden Street, London, NW1 0HE development without first ensuring that clause 4.3 of this shadow s106 Agreement is complied with.

Yours sincerely



Rosemary Westbrook
Director for Housing & Adult Social Care
London Borough of Camden

DATED

2014

(1) [XXXXXXXXXX]

and

(2) MORTGAGEE

and

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

AGREEMENT
relating to land known as

**The Marr
Camden Street
London
NW1 0HE**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

**Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel: 020 7974 5647
Fax: 020 7974 2962**

CLS/PK/1685.2545 (final)

THIS AGREEMENT is made the _____ day of _____ 2014

BETWEEN:

1. [...xxxxxxxxxxxxx...] [if a company] (registered under company number xxxxxxx) whose registered office is at [.....] / [if an individual] of [...address....] of the second part (hereinafter called "the Owner") of the first part
2. [.....] (registered under company number xxxxxxx) whose registered office is at [.....] (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL16511.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 14th January 2014 and the Council resolved to grant permission conditionally under reference number 2013/8036/P subject to the conclusion of this legal Agreement.
- 1.4 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.

[1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number [redacted] and dated [redacted] is willing to enter into this Agreement to give its consent to the same.]

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 Development" change of use of ground floor level from office (class B1a) to 1 x 2 bedroom and 2 x 3 bedroom flats (Class C3) and associated elevational alterations as shown on drawing numbers Site Location Plan 0012-L(0)001, 5274-L(0)005 Rev A, 5274-L(0)006, 5274-L(0)100, 5274-L(0)110 Rev A 5282 L(2)005 Rev C, 5282 L(2)010 Rev A , 5282 L(2)015 Rev B, 5282 L(2)020 Rev B, 5282 L(2)100 Rev B, 5282 L(2)110 Rev A
- 2.4 "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
- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.26 "the On-Site Parking Spaces" the three (3) new parking spaces to be provided (forming part of the Development) at the Property under the Planning Permission
- 2.6 "the Parties" the Council the Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 14th January 2014 for which a resolution to grant permission has been passed conditionally under reference number 2013/8036/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as The Marr, Camden Street, London, NW1 0HE the same as shown edged red on the plan at the Schedule annexed hereto
- 2.11 "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

- 2.12 "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 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, [redacted] and [redacted] 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 Parties save where the context states otherwise shall include their successors in title.

3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

4.1 **CAR CAPPED**

4.1.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development 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 PROVIDED ALWAYS AND FOR THE AVOIDANCE OF DOUBT this clause does not restrict any resident of the Development from applying to the Council's Housing Department to park in a parking space or garage on a housing estate managed by the Housing Department for residents.

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.

4.1.3 On or prior to the Occupation Date the Owner 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 Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **ON-SITE PARKING SPACES**

4.2.1 Prior to Occupation to provide the On-Site Parking Spaces at the Property.

4.2.2 (Subject to the effect of sub-clause 4.2.3 hereof) Not to use or permit the use of any of the On-Site Parking Spaces for any use other than for the parking of motor vehicles.

- 4.2.3 To ensure that the On-Site Parking Spaces shall be made available in perpetuity only to a person who holds a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970

4.3 DISPOSAL OF THE PROPERTY BY THE OWNER

Prior to disposing of its title to the Property (or any part thereof) to include in the sale and transfer documents:

- (i) a copy of the Planning Permission (to include the relevant planning conditions); and
- (ii) a requirement that the purchaser(s) prior to such disposal by the Owner enter into an agreement under Section 106 of the Act with the Council in the form and/or effect as provided under this Agreement.

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 2013/8036/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.

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 2013/8036/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.
- 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 or the Mortgagee 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 this Agreement shall forthwith determine and cease to have effect.
- 6.9 The Assistant Director of Housing and Adult Social Care agrees to be bound by the commitments given to the Council in respect of the covenants, terms and obligations in this Agreement in the letter dated of 2014 attached hereto.

7. MORTGAGEE EXEMPTION

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. JOINT AND SEVERAL LIABILITY

All Covenants made by the Owner(s) [and the] in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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 [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
xxxxxxxxxxxxx LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

EXECUTED AS A DEED BY)
xxxxxxxxxxxxx LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)

BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory

.....
Authorised Signatory

Steven Brewer
Heritage Surveys Limited
20 Hanover Square
LONDON
W1S 1LJ

Tel 020 7974 4444
Textlink 020 7974 6866

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

Application Ref: **2013/8036/P**
Please ask for: **Gideon Whittingham**
Telephone: 020 7974 5180

20 August 2014

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Councils Own Permission Under Regulation 3 Granted

Address:
**The Marr
Camden Street
London
NW1 0HE**

DECISION

Proposal:

Change of use of ground floor level from office (class B1a) to 1 x 2 bedroom and 2 x 3 bedroom flats (Class C3) and associated elevational alterations.

Drawing Nos: Site Location Plan, 0012-L(0)001, 5274-L(0)005 Rev A, 5274-L(0)006, 5274-L(0)100, 5274-L(0)110 Rev A, 5274 L(2)005 Rev C, 5274 L(2)010 Rev A, 5274 L(2)015 Rev B, 5274 L(2)020 Rev B, 5274 L(2)100 Rev B, 5274 L(2)110 Rev A.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 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 Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans Site Location Plan, 0012-L(0)001, 5274-L(0)005 Rev A, 5274-L(0)006, 5274-L(0)100, 5274-L(0)110 Rev A, 5274 L(2)005 Rev C, 5274 L(2)010 Rev A, 5274 L(2)015 Rev B, 5274 L(2)020 Rev B, 5274 L(2)100 Rev B, 5274 L(2)110 Rev A.

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

- 4 Before the development commences, details of secure and covered cycle storage area for 6 cycles shall be submitted to and approved by the local planning authority in writing. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 5 *Car-capped
Prior to first occupation of the residential dwellings (being part of the development hereby approved), the landowner will ensure through agreement that the occupiers are informed of the local planning authority's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s.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; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 (Parking standards and the availability of car parking) and DP19 (Managing the impact of parking) of the London Borough of Camden Local Development Framework Development Policies.

6 *Off-street parking

The 3 off street car parking spaces hereby approved shall be used for 3 vehicles only and for holders of a disabled person's badge issued pursuant to s. 21 of the Chronically Sick and Disabled Persons Act 1970 only and permanently retained as such.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 (Parking standards and the availability of car parking) and DP19 (Managing the impact of parking) of the London Borough of Camden Local Development Framework Development Policies.

7 * Need for a legal agreement

No works shall be commenced on site until such time as any owners of the land with the legal locus to enter into a Section 106 Agreement have entered into such an Agreement incorporating obligations in respect of the matters covered by planning conditions 5 (car-capped) and 6 (Off-street parking) above and marked *.

Reason: In order to define the permission and to secure development in accordance with policy C19 of the London Borough of Camden Local Development Framework Core Strategy.

Informative(s):

- 1 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction

costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 2 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).
- 3 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 Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 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 Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 6 The matters covered by conditions 5 and 6 (also marked with an *) are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information. If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of an interest in the Application Site the incoming owner will be required to enter into a Section 106 giving effect to those requirements which will then become a legally binding document. This reflects the terms of condition 7 on the planning permission.
- 7 In the absence of a Section 106 agreement securing the matters covered by condition 5 above, the Department of Planning and Public Protection requires an unequivocal written statement from the Assistant Director of for Housing and Adult Social Care confirming that it will comply with the matters set out in condition 4 (as provided in the Council's standard s106 obligations on these matters) and that it will not dispose of any of its interest in the land without first ensuring that any new owner simultaneously executes a Section 106 agreement securing any relevant matters covered by condition 4 which are outstanding or ongoing.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Rachel Stopard
Director of Culture & Environment

DRAFT

DECISION

SCHEDULE

plan of the property

SITE LOCATION PLAN
AREA 2 HA
SCALE 1:1250 on A4
CENTRE COORDINATES: 529250, 183675



Supplied by Streetwise Maps Ltd
www.streetwise.net
Licence No: 100047474
13/12/2013 15:44

Heritage Surveys Limited

Site Location Plan
11 – 17 The Marr,
Camden Street,
London
NW1 0HE
Date: 13 December 2013

DATED

2014

(1) [xxxxxxxxxx]

and

(2) MORTGAGEE

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

**The Marr
Camden Street
London
NW1 0HE**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

**Andrew Maughan
Borough Solicitor
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