

DATED 16 February 2015

(1) MAJORSTAKE LIMITED

and

(2) LUCKWORTH PROPERTIES LIMITED

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
BOYDELL COURT ST JOHNS WOOD PARK
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.17



THIS AGREEMENT is made the 16 day of February 2015

B E T W E E N:

- i. **MAJORSTAKE LIMITED** (Co. Regn. No. 02994427) whose registered office is at 4th Floor Centre Heights 137 Finchley Road London NW3 6JG (hereinafter called "the Freeholder") of the first part
- ii. **LUCKWORTH PROPERTIES LIMITED** (Co. Regn. No. 02625483) whose registered office is at 4th Floor Centre Heights 137 Finchley Road London NW3 6JG (hereinafter called "the Head Lessee") of the second part
- iii. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL729123 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Head Lessee is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL716233 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Freeholder and the Head Lessee shall herein after be called "the Owner".
- 1.4 A Planning Application for the Development of the Property was submitted to the Council and validated on 26 November 2014 and the Council resolved to grant permission conditionally under reference number 2014/7168/P subject to conclusion of this legal Agreement.
- 1.5 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" conversion of ground floor residential laundry & storage space to provide a 1-bed self contained flat, including enlargement of windows and replacement of double doors with glazed doors. (Block 2) as shown on drawing numbers Site location plan, 564/01, 02, 03, Design & Access Statement, Lifetime Homes statement
- 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
- 2.6 "the Parties" mean the Council and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 26 November 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/7168/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 Boydell Court St Johns Wood Park London NW8 6NJ the same as shown shaded grey on the plan 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

3. **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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the 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.

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.3 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 of 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 Planning Permission 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 the Planning Permission reference 2014/7168/P the date upon which the Development is 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 indemnify the Council for any expenses or liability arising to the Council in respect of any material 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 Permission reference number 2014/7168/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 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 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.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

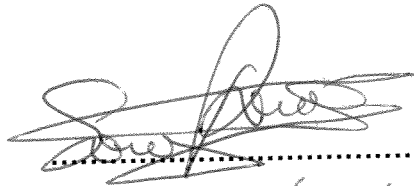
- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

EXECUTED AS A DEED BY)
MAJORSTAKE LIMITED)
acting by a Director)

Director Name: (CAPITALS))

Director Signature:)



.....
SONY DOUEN.

in the presence of:)
Witness Signature:)

Witness Name: (CAPITALS))

Address:)

Occupation:)


.....
CANDICE RUSK
26 ALEXANDRA GARD
LONDON N12 8JG
PERSONAL ASSISTANT

EXECUTED AS A DEED BY)
LUCKWORTH PROPERTIES LIMITED)
acting by a Director)

Director Name: (CAPITALS))

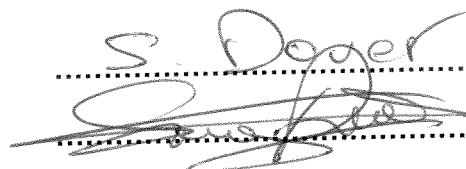

Director Signature:)

in the presence of:)
Witness Signature:)

Witness Name: (CAPITALS))

Address:)

Occupation:)


.....

.....
CANDICE RUSK
26 ALEXANDRA GARD
LONDON N12 8JG
PERSONAL ASSISTANT

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

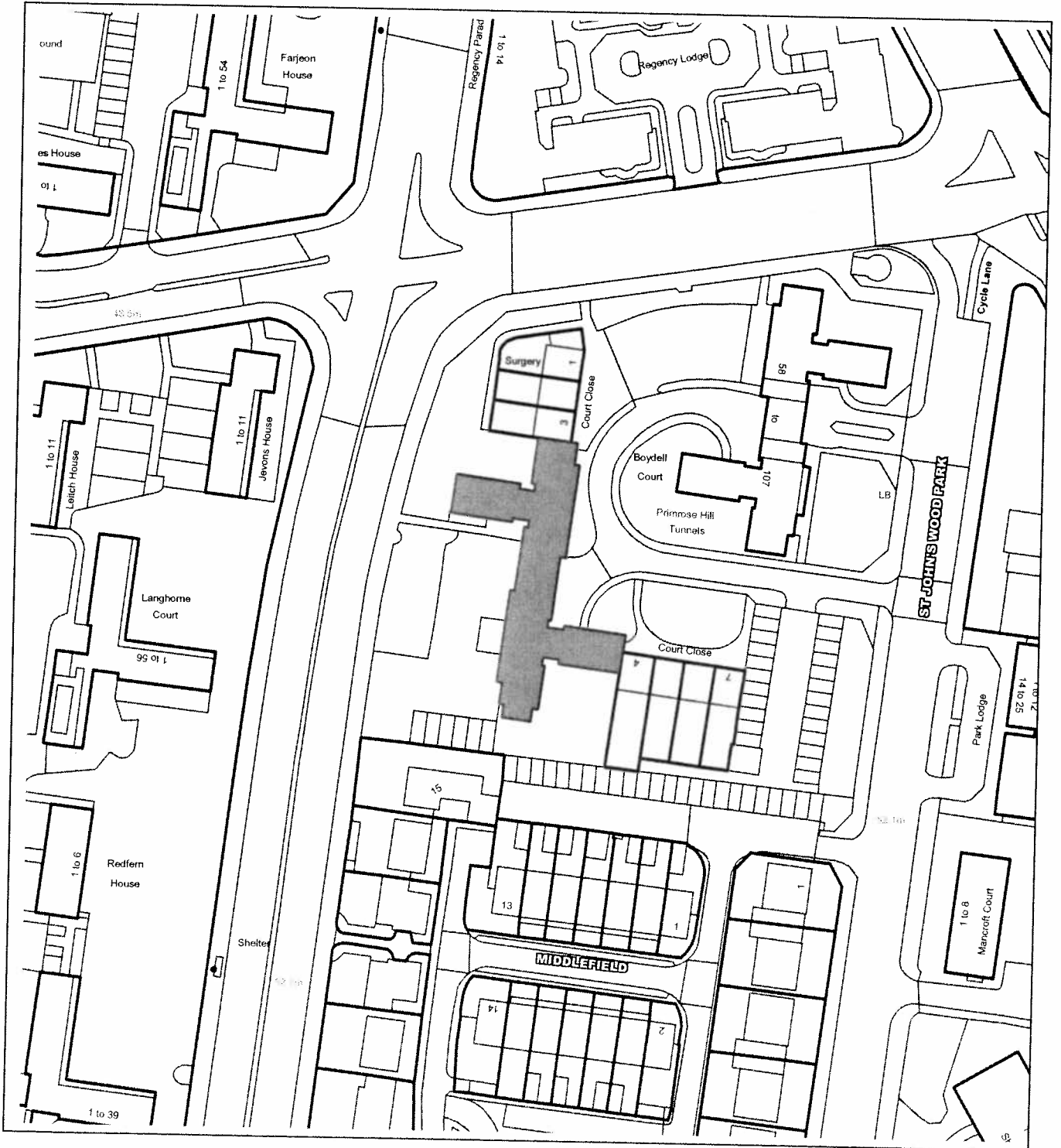
[Handwritten signature]
.....

Authorised Signatory





Boydell Court St Johns Wood London NW8 6NJ



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Oakley Hough Limited
The Barn
Stebbing Farm
Fishers Green
Stevenage
Hertfordshire
SG1 2JB

Application Ref: **2014/7168/P**

10 February 2015

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Boydell Court
St. Johns Wood Park
London
NW8 6NJ**

Proposal:

DECISION

Conversion of ground floor residential laundry & storage space to provide a 1-bed self contained flat, including enlargement of windows and replacement of double doors with glazed doors. (Block 2)

Drawing Nos: Site location plan, 564/01,02,03, Design & Access Statement, Lifetime Homes statement.

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 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 [and DP25 if in CA] 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, 564/01,02,03, Design & Access Statement, Lifetime Homes statement.

Reason:

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

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

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

- 5 Before the development commences, details of secure and covered cycle storage area for 1 cycle shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the proposed unit, and 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.

Informative(s):

- 1 Reasons for granting permission.

The council consider housing to be a priority land-use and the Council will make housing its top priority when considering the future of unused and underused buildings. Boydell Court is an existing residential estate within St. John's Wood containing four blocks of apartments within two separate buildings. There are also seven houses within the estate. Within one of the main blocks of apartments there is a laundry room and locker area formerly used by the Embassy staff that used to reside within the building. Such use is ancillary residential use to the block. The principle for the proposal is acceptable. As such the provision of new residential accommodation is compliant with policies CS6 and DP2 as long as it meets the Council's residential development standards and does not harm local amenity. Camden Planning Guidance 2 states that new self-contained dwellings should satisfy the following minimum areas for overall floorspace for 1 person flat to be minimum floorspace of 32sqm.

The proposed self-contained unit would meet the minimum standards the floorspace would be 65 sqm which is above the minimum space standard in the London Plan which is 50 sqm for a 1 bed 2 person flat. The bedroom and living room meet the standard room sizes in CPG 2, the bedroom would have an area of 22 sqm which is considered to be acceptable.

Development policy DP5 seeks to ensure that all new housing provided is in line with the housing priorities for the borough. The proposal is to provide 1 x 1 bed unit. The one bed unit would be in line with the dwelling size priority table and would an acceptable dwelling.

The proposed new dwelling would provide a good standard of residential accommodation in terms of layout, room sizes, sunlight, daylight, ventilation and outlook with each habitable room having at least one outlook. The proposal is consistent with Policy CS6 and the Residential Development Standards contained in Camden Planning Guidance.

Policy DP6 requires all new residential accommodation, including conversions, to meet Lifetime Homes Standards. It is acknowledged that conversions may not be able to meet all of the criteria due to existing physical constraints, and the applicants have provided a Lifetime Homes Statement which indicates that the proposal will comply with the criteria where relevant. A condition will specify that the features denoted to be met shall be implemented on site.

Camden's Parking Standards for cycles states that 1 storage or parking space is required per residential unit. The proposal is for 1 residential unit therefore 1 cycle storage/parking spaces are required. No details have been provided to show that storage of cycles would be safe and secure which is why a condition has been added in order to ensure these details are provided prior to occupation of the unit.

The site falls within an area which is currently experiencing parking stress and has a PTAL rating of 6a, which is rated as excellent. Although the estate itself is on a private road and is controlled by the management of the state and it is proposed to have a disabled car parking space outside the proposed flat, it is considered necessary to require a s106 for a car-free arrangement. There appears to be a

scarcity of car parking on the surrounding streets appear appear to be Therefore not making the development car-free would increase the demand for on-street parking in the Controlled Parking Zone (CPZ). Given the limited nature of parking availability within the area, in order to be acceptable in transport terms, the new residential unit is recommended to be designated car-free, in that future occupiers will not be eligible for on-street parking permits. This shall be secured via a S.106 agreement. The proposal would be in line with DP18.

- 2 The only external alteration would be the change in fenestrations of making the two windows serving the kitchen and living room a bit longer and having the door glazed, this is considered acceptable as it would not be changing the style of opening or overall design of the openings. Such alteration is minimal on this unlisted property and not in conservation area. Such windows would allow additional light and outlook to the proposed residential accommodation. These alterations would be sympathetic to the overall design and character of the existing building.

In response to points raised in an objection received regarding the noise from renovations and demolition carried out by Camden, such issue is addressed on a separate report, however this is not considered a material issue in assessing this particular planning application.

The planning history was looked into but there was no direct planning history related to this application site.

As such, the proposed development is in general accordance with policies CS1, CS5 and CS6 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP18, DP19, DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of the London Plan 2011; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 3 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).
- 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel.

No. 020 7974 4444 or on the website
<http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.

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.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION





DATED 16 February 2015

(1) MAJORSTAKE LIMITED

and

(2) LUCKWORTH PROPERTIES LIMITED

and

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

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