

DATED 09 March

2015

(1) SOUTHERN LAND SECURITIES LIMITED

and

(2) SLA PROPERTY COMPANY LIMITED

and

(3) THE ROYAL BANK OF SCOTLAND PLC

and

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

A G R E E M E N T
relating to land known as
UNIT 2 118-122 GRAFTON ROAD LONDON NW5 4BA
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 5680
Fax: 020 7974 1920

THIS AGREEMENT is made the 09 day of March 2015

BETWEEN:

1. **SOUTHERN LAND SECURITIES LIMITED** (Co. Regn. No. 2876386) whose registered office is at Stanton House 41 Blackfriars Road Salford Manchester M3 7DB (hereinafter called "the Freeholder") of the first part
2. **SLA PROPERTY COMPANY LIMITED** (Co. Regn. No. 01203396) whose registered office is at 153 Princes Street Ipswich Suffolk IP1 1QJ (hereinafter called "the Leaseholder") of second part
3. **THE ROYAL BANK OF SCOTLAND PLC** of Credit Documentation Department 8th floor 1 Hardman Boulevard Manchester M3 3AQ (hereinafter called "the Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL753923 subject to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL874039 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Freeholder and the Leaseholder shall hereinafter be called "the Owner".
- 1.4 The Application for Prior Approval in relation to the Development of the Property pursuant to the Town and Country Planning (General Permitted Development) Order

1995 (as amended) was submitted to the Council and validated on 12 January 2015 and the Council resolved to grant approval under reference number 2015/0204/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.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL753923 and dated ^{9th}28 June 2011 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 Prior Approval Application" application for prior approval in relation to the Development of the Property submitted to the Council and validated on 12 January 2015 for which a resolution to grant approval has been passed under reference number 2015/0204/P subject to conclusion of this Agreement
- 2.4 "the Development" change of use from office (B1a) to residential (C3) to provide 3 bed flat at ground floor.

pursuant to Class J of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) as shown on drawing numbers:- LM-101; E-100; P-100 Rev B; Phase 1 Contamination Assessment Report (772466-REP-ENV-001) dated December 2014 and Asbestos Survey.

2.5 "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

2.6 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.7 "the Parties"

the Council, the Owner and the Mortgagee

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 Prior Approval " a prior approval granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as Unit 2 118-122 Grafton Road London NW5 4BA the same as shown edged red 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

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, 7, 8 and 9 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 Prior Approval 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 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 2015/0204/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 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 2015/0204/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 or the Mortgage 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 Prior Approval 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. **MORTGAGEE EXEMPTION**

7.1 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**

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

9. **RIGHTS OF THIRD PARTIES**


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

**EXECUTED as a Deed by SOUTHERN)
LAND SECURITIES LIMITED acting by)
a Director and the Secretary)**

.....


Director

.....


Secretary

Continuation Prior Approval Agreement in relation to UNIT 2 118-122 GRAFTON ROAD
LONDON NW5 4BA

EXECUTED AS A DEED BY
SLA PROPERTY COMPANY LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

Rechester

Rechester
.....
Director RENATA CHESTER

J. Ridgley
.....
Director/Secretary JANE RIDGLEY

EXECUTED AS A DEED BY)
THE ROYAL BANK OF SCOTLAND PLC)
By)
in the presence of:-)
.....

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

Alexander
.....
Authorised Signatory



Signed as a deed by
Wendy Myers
wendy myers
as the Attorney in their capacity
as Documentor Sheffield Credit
Documentation for and on
behalf of Royal Bank of
Scotland Plc

In the presence of
Victoria Cooper
Victoria Cooper
Bank Official
Wap
Sheffield Credit Documentation
PO Box No. 882
2nd Floor, 42 High Street
Sheffield, S1 2YW

118-112 Grafton Road London NW5 4BA



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

Application Ref: **2015/0204/P**
Please ask for: **Jonathan McClue**
Telephone: 020 7974 4908

19 February 2015

DRAFT
DECISION

Dear Sir/Madam

In accordance with section 60 (2B) and (2C) of the Town and Country Planning Act 1990
(as amended by section 4(1) of the Growth and Infrastructure Act 2013)

Process set out by condition J.2 of Schedule 2 Part 3 Class J of the Town and Country
Planning (General Permitted Development) Order 1995 (as amended by SI 2008 No. 2362
and SI 2013 No. 1101)

Certificate of Lawfulness (Proposed) Prior Approval granted

The Council, as local planning authority, hereby confirm that their **prior approval is granted** for the proposed development at the address shown below, as described by the description shown below, and in accordance with the information that the developer provided to the local planning authority:

Address of the proposed development:

**Unit 2
118 - 122 Grafton Road
London
NW5 4BA**

Description of the proposed development:

Change of use from office (B1a) to residential (C3) to provide 3 bed flat at ground floor.

Details approved by the local planning authority:

Drawing Nos: LM-101; E-100; P-100 Rev B; Phase 1 Contamination Assessment Report

(772466-REP-ENV-001) dated December 2014 and Asbestos Survey.

Reason for approval:

Informative(s):

1 Reasons for granting permission.

The proposed change of use from (B1) offices to (C3) residential use is permitted under class J of the Town and Country Planning (General Permitted Development) Order 1995 (as amended). The development would result in one additional unit and is unlikely to result in a material increase to traffic generated within the vicinity of the site, however, in accordance with policy DP18 the Council will seek to secure this unit as car free as it has a PTAL rating of 4 and is located within the Kentish Town West controlled parking zone (CA-L). It is therefore considered necessary to remove the occupier's ability to apply for parking permits by requiring the applicant to enter into a S106 legal agreement to ensure that the development is car free. The proposal does not appear to include any provision for cycle parking. A minimum of 2 covered, secure and fully enclosed cycle parking spaces would need to be provided in order to meet the minimum requirements of the London Plan. However, it is acknowledged that the provision of dedicated cycle parking facilities within the building could be difficult due to a lack of available space. The proposed plans suggest that 2 bicycles could potentially be stored in the hall. This would be acceptable on this occasion.

The site is not identified as being at risk of surface water flooding and no external works are proposed nor changes to internal floor levels.

A contamination report was submitted to demonstrate that the site is suitable for residential use. The report included a desk top study and a site investigation report along with an intrusive pre-demolition asbestos survey in accordance with HSG264. The reports were undertaken by qualified engineers and the qualitative risk assessment stated that there would be a low to moderate risk to site users. Notwithstanding the details provided, the proposal only relates to internal modifications to the building with no ground works. There would be no external amenity space provided for the proposed unit.

No objections have been received and the site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with chapters 4, 10 and 11 of the National Planning Policy Framework.

2 Any recommendations included in the Phase 1 Contamination Assessment Report must be adhered to in consultation with the Council. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email,

<http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at www.environment-agency.gov.uk.

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

Yours faithfully

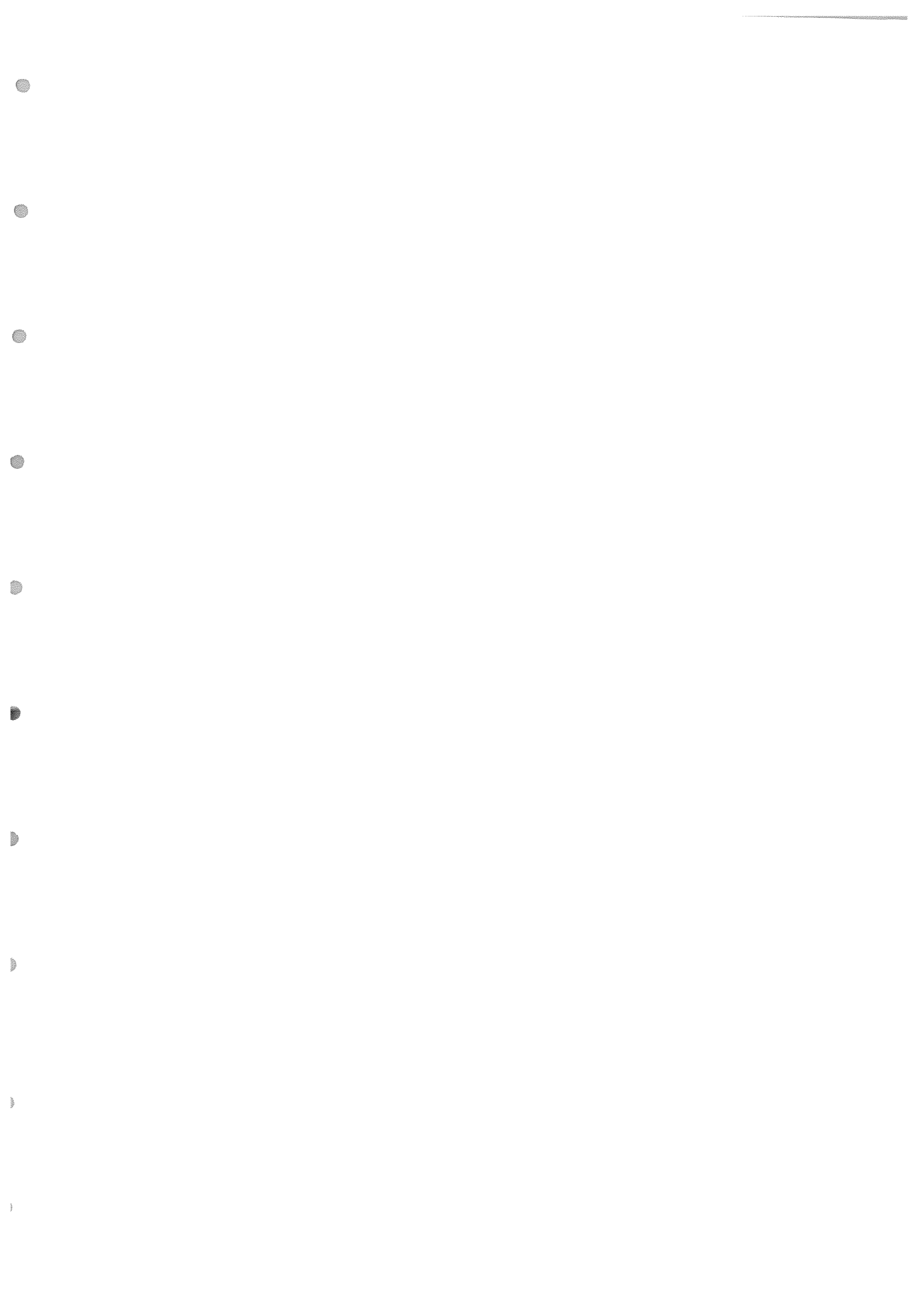
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

It is important to us to find out what our customers think about the service we provide. To help us in this respect, we would be very grateful if you could take a few moments to complete our online survey at the following website address: www.camden.gov.uk/dmfeedback. We will use the information you give us to help improve our services.

DECISION





DATED 09 March 2015

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and

(2) SLA PROPERTY COMPANY LIMITED

and

(3) THE ROYAL BANK OF SCOTLAND PLC

and

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

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