

DATED 30 March

2015

**(1) 2 MARESFIELD LIMITED**

and

**(2) SECURE TRUST BANK PLC**

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  
**2 MARESFIELD GARDENS LONDON NW3 5SU**  
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

1781.114  
v1 26.03.15



THIS AGREEMENT is made the 30 day of March 2015

**B E T W E E N:**

- i. **2 MARESFIELD LIMITED** (Co. Regn. No.8793205) whose registered office is at 62 Wilson Street London EC4A 1LT (hereinafter called "the Owner") of the first part
- ii **SECURE TRUST BANK PLC** of one Arleston Way Solihull B90 4LH (hereinafter called "the Mortgagee") 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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 48601 and as leasehold proprietor with Title absolute of part of the Property under Title Number NGL897315 subject to a charge to the Mortgagee.
- 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 19 November 2014 and the Council resolved to grant permission conditionally under reference number 2014/6313/P subject to 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 48601 and dated 21 October 2014 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" addition of one storey at second floor level with replacement roof level accommodation above, alterations to Coach House facade (all further works to partially completed works carried out under permission 2010/2772/P), and use of resulting building as 6 residential units as shown on drawing numbers Site location plan; 0052\_200; 0052\_201; 0052\_202; 0052\_203; 0052\_204 Rev A; 0052\_100; 0052\_101 Rev A; 0052\_102 Rev A; 0052\_103; 0052\_104; 0052\_105; 0052\_106; 0052\_300 Rev A; Construction management plan v1 11.11.14; 0052\_024; 0052\_025; 0052\_026; 0052\_027; 0052\_002; 0052\_010; 0052\_011; 0052\_012; 0052\_013; 0052\_014; 0052\_020; 0052\_021; 0052\_022; 0052\_023; 0052\_030; BREEAM

- 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 "Nominated Unit" 1 x 2 bedroom unit located at roof level accommodation (being part of the Development) of the property as shown on Plan 2
- 2.6 "Occupation Date" the date when any part of the Nominated Unit is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.8 "Plan 1" the drawing marked "Plan 1" annexed hereto showing the Property
- 2.9 "Plan 2" the drawing marked "Plan 2" annexed hereto showing the Nominated Unit
- 2.10 "the Planning Application" a planning application in respect of the development of the Property (being an amendment to permission 2010/2772/P) submitted to the Council and validated on 19 November 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/6313/P subject to conclusion of this Agreement

- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as 2 Maresfield Gardens London NW3 5SU the same as shown shaded grey on Plan 1 annexed hereto
- 2.14 "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
- 2.15 "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 Nominated Unit 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 the Nominated Unit forming part of the Development each new resident of the Nominated Unit 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 Nominated Unit 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 number of the Nominated Unit forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying the Nominated Unit 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 Nominated Unit 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 2014/6313/P the date upon which the Nominated Unit 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 Permission reference number 2014/6313/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 on which the Nominated Unit is allocated a title number apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Nominated Unit 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 Nominated Unit.
- 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 Nominated Unit 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. **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. **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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
2 MARESFIELD LIMITED )  
acting by a Director )

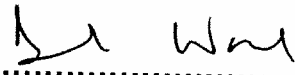
Director Name: (CAPITALS) )

DAVID PINE

Director Signature: )



in the presence of: )  
Witness Signature: )



Witness Name: (CAPITALS) )

DAVID WOOD

Address: )

89 ARLINGTON ROAD

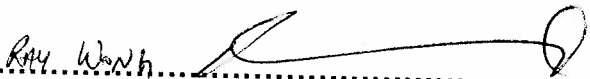
)

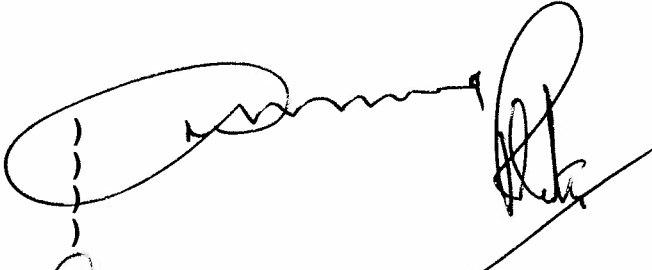
LONDON NW1 7ES

Occupation: )

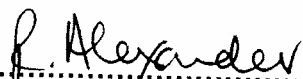
SOLICITOR

EXECUTED as a Deed  
By SECURE TRUST BANK 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:- )

  
.....

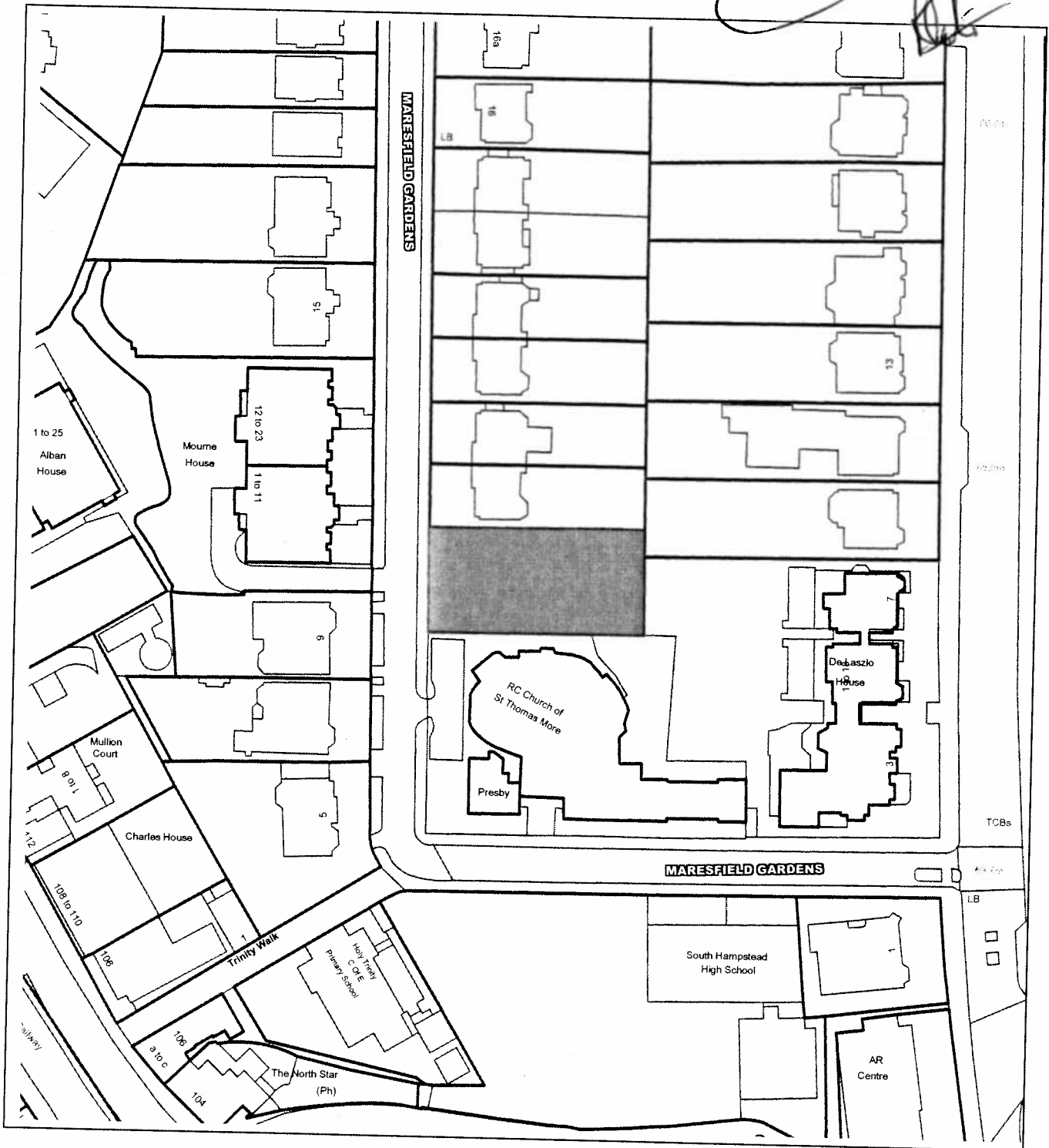
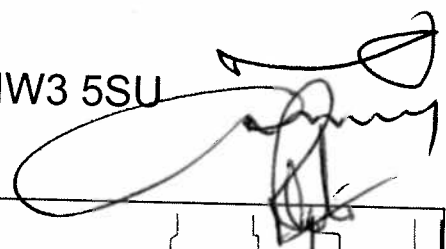
Authorised Signatory





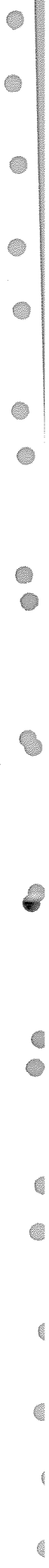
L. Alexander PLAN 1

2 Maresfield Gardens London NW3 5SU



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SE1 3RSTel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866planning@camden.gov.uk  
www.camden.gov.uk/planningApplication Ref: **2014/6313/P**

26 March 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:  
**2 Maresfield Gardens**  
London  
NW3 5SU

## Proposal:

**DECISION**  
Addition of one storey at second floor level with replacement roof level accommodation above, alterations to Coach House facade (all further works to partially completed works carried out under permission 2010/2772/P), and use of resulting building as 6 residential units.

Drawing Nos: Site location plan; 0052\_200; 0052\_201; 0052\_202; 0052\_203; 0052\_204 Rev A; 0052\_100; 0052\_101 Rev A; 0052\_102 Rev A; 0052\_103; 0052\_104; 0052\_105; 0052\_106; 0052\_300 Rev A; Construction management plan v1 11.11.14; 0052\_024; 0052\_025; 0052\_026; 0052\_027; 0052\_002; 0052\_010; 0052\_011; 0052\_012; 0052\_013; 0052\_014; 0052\_020; 0052\_021; 0052\_022; 0052\_023; 0052\_030; BREEAM Domestic Refurbishment Pre-Assessment; 0052\_001; Lifetime Homes statement July 2010

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 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; 0052\_200; 0052\_201; 0052\_202; 0052\_203; 0052\_204 Rev A; 0052\_100; 0052\_101 Rev A; 0052\_102 Rev A; 0052\_103; 0052\_104; 0052\_105; 0052\_106; 0052\_300 Rev A; Construction management plan v1 11.11.14; 0052\_024; 0052\_025; 0052\_026; 0052\_027; 0052\_002; 0052\_010; 0052\_011; 0052\_012; 0052\_013; 0052\_014; 0052\_020; 0052\_021; 0052\_022; 0052\_023; 0052\_030; BREEAM Domestic Refurbishment Pre-Assessment; 0052\_001; Lifetime Homes statement July 2010

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.

Informative(s):

- 1 Reasons for granting permission.

Maresfield Gardens comprises a variety of building forms and styles, with the large modern Church of St Thomas More to the south of the site and 3 pairs of semi-

detached three storey properties to the north. Beyond these, the scale of the properties changes again. Given the lack of uniformity, the additional sheer storey at 2nd floor level (with replacement roof level accommodation above) would not appear incongruous and would be a sympathetic addition to the host property. The proposed front elevation would match the existing facade in terms of treatments and detail. The additional sheer storey, whilst being a significant intervention, would improve the vertical emphasis of the property, particularly when viewed from the rear. The proposed minor alterations to the front elevation of the coach house respect the architectural features of the existing building. The proposal would therefore preserve the character and appearance of the conservation area. The proposed accommodation would meet the Council's residential development standards and would provide an additional 2-bedroom flat which is a high priority in the borough. Given the proposal is a conversion, it is accepted that not all Lifetime Home standards can be met. The proposed additional storey would not harm the amenity of the occupiers of 2 Maresfield Gardens in terms of daylight, sunlight, privacy or overlooking. As the proposal would involve an additional flat, this would be secured car free in accordance with policy DP18.

The planning and appeal history of the site has been taken into account when coming to this decision. One objection and one letter of comment were received prior to making this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11, CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP17, DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.5, 3.8, 6.12, 7.4, 7.6 and 7.8 of the London Plan 2011 (as amended); and paragraphs 14, 17, 29-30, 39, 49-50, 56-66 and 126-141 of the National Planning Policy Framework.

- 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 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 Noise and Licensing Enforcement Team, 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.

- 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 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 be 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](mailto:CIL@Camden.gov.uk)

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



DATED 30 March 2015

(1) 2 MARESFIELD LIMITED

and

(2) SECURE TRUST BANK PLC

and

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

**AGREEMENT**  
relating to land known as  
**2 MARESFIELD GARDENS LONDON NW3 5SU**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

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