

DATED

9th MARCH

2016

(1) ARIEL BRUCE and DAVID MARK RIVERS-MOORE

and

(2) DAVID MARK RIVERS-MOORE

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  
5 Regent Square, London WC1H 8HZ  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918

Fax: 020 7974 2962



THIS AGREEMENT is made the

9<sup>th</sup>

day of

MARCH

2016

**BETWEEN:**

1. **ARIEL BRUCE and DAVID MARK RIVERS-MOORE** whose registered office is at The Cottage, 6 Regent Square, London WC1H 8HZ (hereinafter called "the Freeholder") of the first part.
  2. **DAVID MARK RIVERS MOORE** of The Old Manor House, Lodge Hill Lane, Ditchling, East Sussex, BN6 8SP (hereinafter called "the Leaseholder") of 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL534525.
  - 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  - 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL708508.
  - 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
  - 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "**the Owner**".
  - 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 8 September 2015 and the Council resolved to grant

permission conditionally under reference number 2015/5075/P subject to the conclusion of this legal Agreement.

1.7 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.

1.8 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 1 x 3-bed flat into 2 residential units (1 x one-bed and 1x two-bed). Erection of a single storey rear infill extension, re-instating of access stair and addition of a bike and refuse store within front lightwell and associated alterations to existing fenestration and door all at lower ground floor as shown on the following approved documents:-<br><br>Cover Letter (dated 09/09/2015); Lifetime Home Statement; Window Repairs & Refurbishment Statement; Planning Statement (RevB dated 26/01/2016); Design and Access/Heritage |

Statement (RevB dated 26/01/2016); [3337/] 1B;  
2; 3N; 4H; 7D; 8; 9

- 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 date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Council and the Owner
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8 September 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5075/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.12 "the Property" the land known as 5 Regent Square, London WC1H 8HZ the same as shown shaded grey on the plan 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

**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 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**
- 4.1 **Car Free**
- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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 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 2015/5075/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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras



Square, London, N1C 4AJ quoting the planning reference number 2015/5075/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 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(s) in this Agreement are made jointly and severally and shall be enforceable as such.

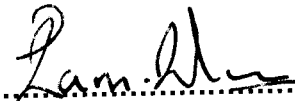
8. RIGHTS OF THIRD PARTIES

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  
ARIEL BRUCE  
in the presence of:

)  
)  
)  

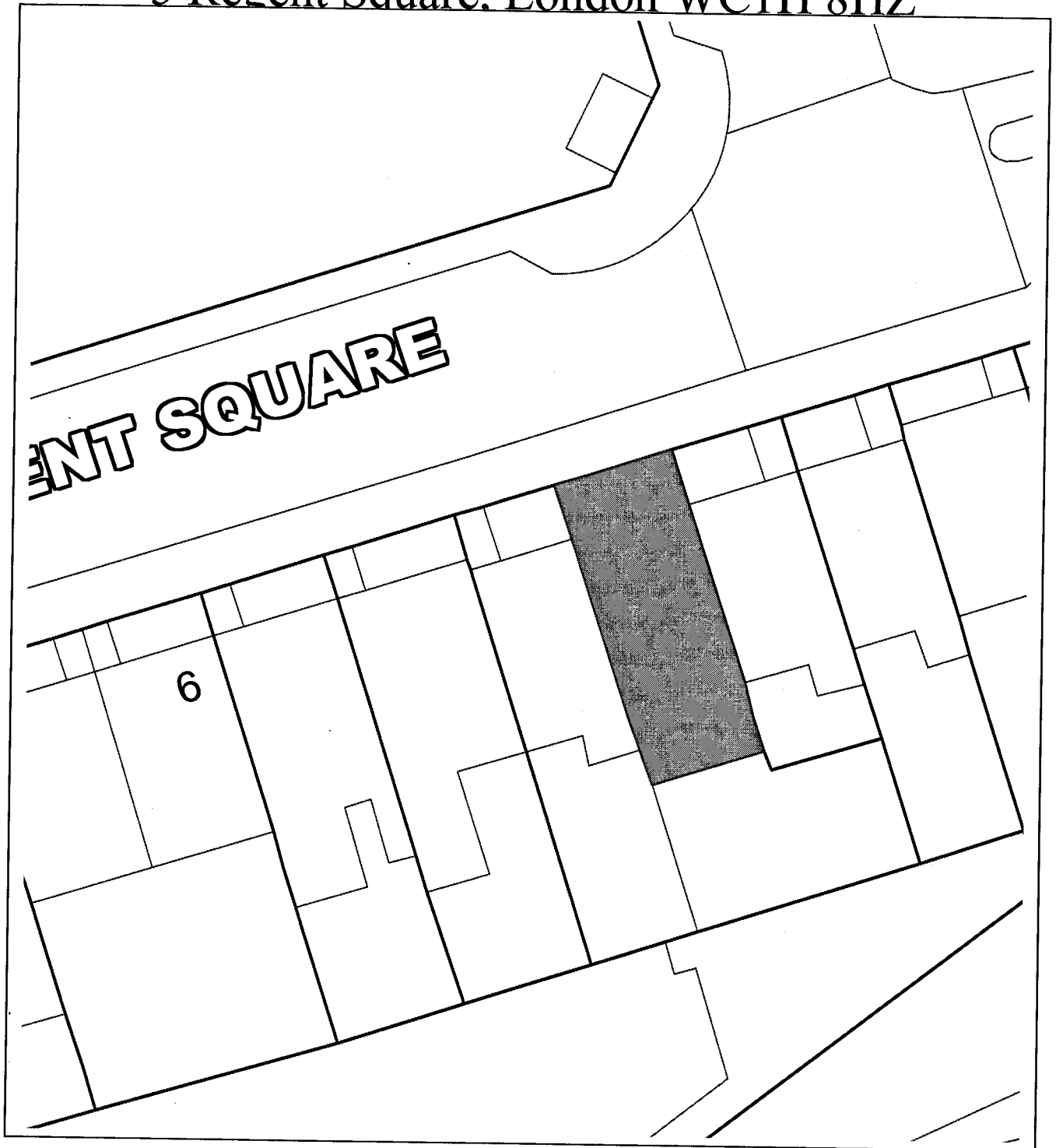

  
.....  
Witness Signature

Witness Name: EDWARD ANTHONY MAITLAND ERISIN  
Address: 17 Knwki, The Pitt, Llanarth, Monmouthshire NP15 2BA  
Occupation: Information Professional





NORTHGATE SE GIS Print Template  
5 Regent Square, London WC1H 8HZ



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Metropolis Planning & Design  
4 Underwood Row  
London  
N1 7LQ  
United KingdomApplication Ref: **2015/5075/P**

19 February 2016

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:  
**5 Regent Square**  
London  
**WC1H 8HZ**

## Proposal:

**DECISION**

Conversion of 1 x 3-bed flat into 2 residential units (1 x one-bed and 1x two-bed). Erection of a single storey rear infill extension, re-instating of access stair and addition of a bike and refuse store within front lightwell and associated alterations to existing fenestration and door all at lower ground floor.

Drawing Nos: Cover Letter (dated 09/09/2015); Lifetime Home Statement; Window Repairs & Refurbishment Statement; Planning Statement (RevB dated 26/01/2016); Design and Access/Heritage Statement (RevB dated 26/01/2016); [3337/] 1B; 2; 3N; 4H; 7D; 8; 9.

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: Cover Letter (dated 09/09/2015); Lifetime Home Statement; Window Repairs & Refurbishment Statement; Planning Statement (RevB dated 20/01/2016); Design and Access/Heritage Statement (RevB dated 26/01/2016); [3337/] 1B; 2; 3N; 4H; 7D; 8; 9.

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

Informative(s):

- 1 Reasons for granting permission:

The proposal is to merge a three-bed self-contained maisonette at basement, ground and first floor level into a two-bed and a one-bed self contained flats.

Policies seek to protect a range of housing sizes and types by resisting development that would involved the loss of tow or more homes. The proposal is clearly increasing the amount of residential units, though be it by a single one.

Both units are acceptable in size, amenities and layout. The development will not result in the generation of any additional traffic as it has been designated as a "car free". And the current car permit associated the with existing unit is to be revoked. Cycle storage facilities have been provided for each units.

The conversion is to be undertaken with a Grade II listed building. The proposal would include some internal alterations that would remove a limited amount of historical fabric by the creation of some openings but would not alter the original layout of the rooms.

Some amendments were made throughout the process to ensure that as little of the historical fabric as possible was lost. The relocation of existing openings was



resisted and the historical features and layout was therefore retained and preserved.

The proposal is considered appropriate in terms of size, scale, design, location and materials to be used and will preserve and enhance the appearance and character of the conservation area and the streetscape and will not cause harm to the setting of the listed building. The proposal will not impact on the neighbours' amenity.

The site's planning history and relevant appeals have been taken into account when coming to this decision. An objection from a neighbour was received wanting to keep the lower levels of the property as one unit to provide family size accommodation, and that the proposed flats would be used as investment purposes rather than actual homes.

The Council aims to retain or increase the level of residential units available whenever possible. In this particular case, the development would provide an extra residential unit which would reflect the growing market for smaller unit. The provision of a 2-bed flat can address the requirements of a family's needs.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area and special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses, under s.66 and 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 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP16, DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, 7.6 and 7.8 of the London Plan 2015 consolidated with alterations since 2011; and paragraphs 14, 17, 56 -67, 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 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.

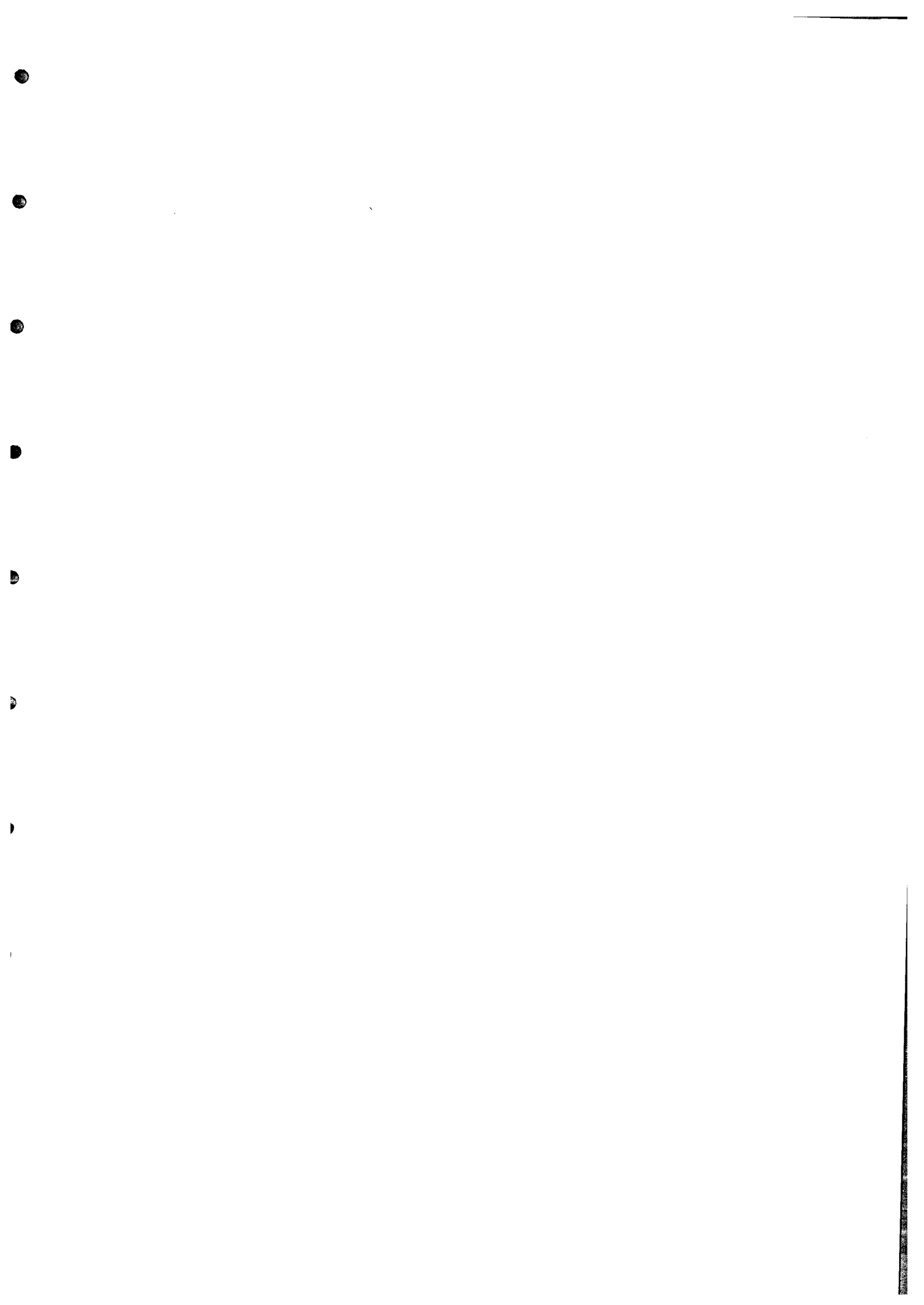
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**



DATED

8 MARCH

2016

(1) ARIEL BRUCE and DAVID MARK RIVERS-MOORE

and

(2) DAVID MARK RIVERS-MOORE

and

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

**A G R E E M E N T**  
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