

DATED

20 April

2016

(1) 309 WEST END LANE MANAGEMENT LIMITED

and

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

A G R E E M E N T

relating to land known as
309 WEST END LANE LONDON NW6 1RD
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

1781.671

THIS AGREEMENT is made the 20 day of April 2016

BETWEEN:

- i. **309 WEST END LANE MANAGEMENT LIMITED** (Co. Regn. No. 02943302) whose registered office is at 309 West End Lane, London NW6 1RD (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 LN176682.
- 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 03 February 2016 and the Council resolved to grant permission conditionally under reference number 2016/0589/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 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" erection of an additional storey at fourth floor level to provide 1 x 2 bed flat (Class C3) as shown on drawing numbers Location Plan; SB/32/31; SB/32/2; SB/32/3; SB/32/4_A; Design and 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 03 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/0589/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 309 West End Lane London NW6 1RD 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 2016/0589/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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/0589/P.

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 2016/0589/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.

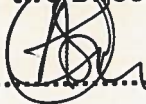
6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

7.1 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)
309 WEST END LANE MANAGEMENT LIMITED))
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)



A. Dsu

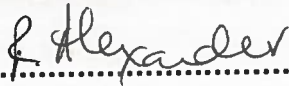
Director



A.T.C. Ahsmann

Director/Secretary

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



Authorised Signatory



Date: 13 April 2016

Our Reference: 1781.671

309 WEST END LANE MANAGEMENT LIMITED
309 West End Lane
London
NW6 1RD

Legal Services
Law and Governance
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

DX 161055 Kings Cross 4
Direct 020 7974 5680
Fax 020 7974 1920
e-mail:
patricia.tavernier@camden.gov.uk
www.camden.gov.uk

**This is not a VAT invoice
FEES**

Re: Town and Country Planning Act 1990
(as amended) Section 106 Agreement

309 West End Lane: 2016/0589/P

To: our professional charges rendered in connection with the preparation, revision and completion of Section 106 Agreement to include consideration of the planning file; and reports, correspondence and notes, verifying title, correspondence and attendances throughout, settling and completing the Agreement and grant of planning permission

680.00

Disbursements: HM Land Registry - Official Copies

16.00

Costs to be incurred by the Council's Environment Department for the subsequent monitoring of each Head of Term of the Agreement

531.00

TOTAL

£1227.00

12/15/2011

12/15/2011

12/15/2011

12/15/2011

This is not a VAT invoice

103 West End Lane, London W8 7LQ

To: the professional charges referred in connection with the...
for design, section and completion of section 105 Agreement to...
include completion of the drawing set and design...
of the drawings and their review and approval and...
arrangement of the design set and printing of the drawings...
and printing of the drawings

650.00

103 West End Lane, London W8 7LQ

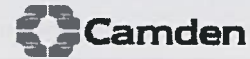
Costs as detailed by the Client's Engineer for...
the material cost of 200 kg of 12.5mm diameter...

10.00

237.50

887.50

TOTAL



Legal Services
Law and Governance
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Date: 13 April 2016
Our Reference: 1781.671
Enquiries to: Patricia Tavernier

FAO: **Helen Knight**

Collection only

DX 161055 Kings Cross 4
Direct 020 7974 5680
Fax 020 7974 5659
e-mail: patricia.tavernier@camden.gov.uk

www.camden.gov.uk

Dear Helen

Re: 309 West End Lane: 2016/0589/P

Further to recent correspondence in this matter, I enclose herewith the engrossment Section 106 Agreement, in duplicate, for signature by the Owner company and Mortgagee and return to me (undated).

I take this opportunity to enclose our invoice in this matter in the sum of £1227.00 made up as to £680.00 in respect of legal costs £531.00 in respect of the monitoring fee and £16.00 for disbursements.

I look forward to hearing from you in early course with the signed engrossments together with payment of our costs.

Yours faithfully

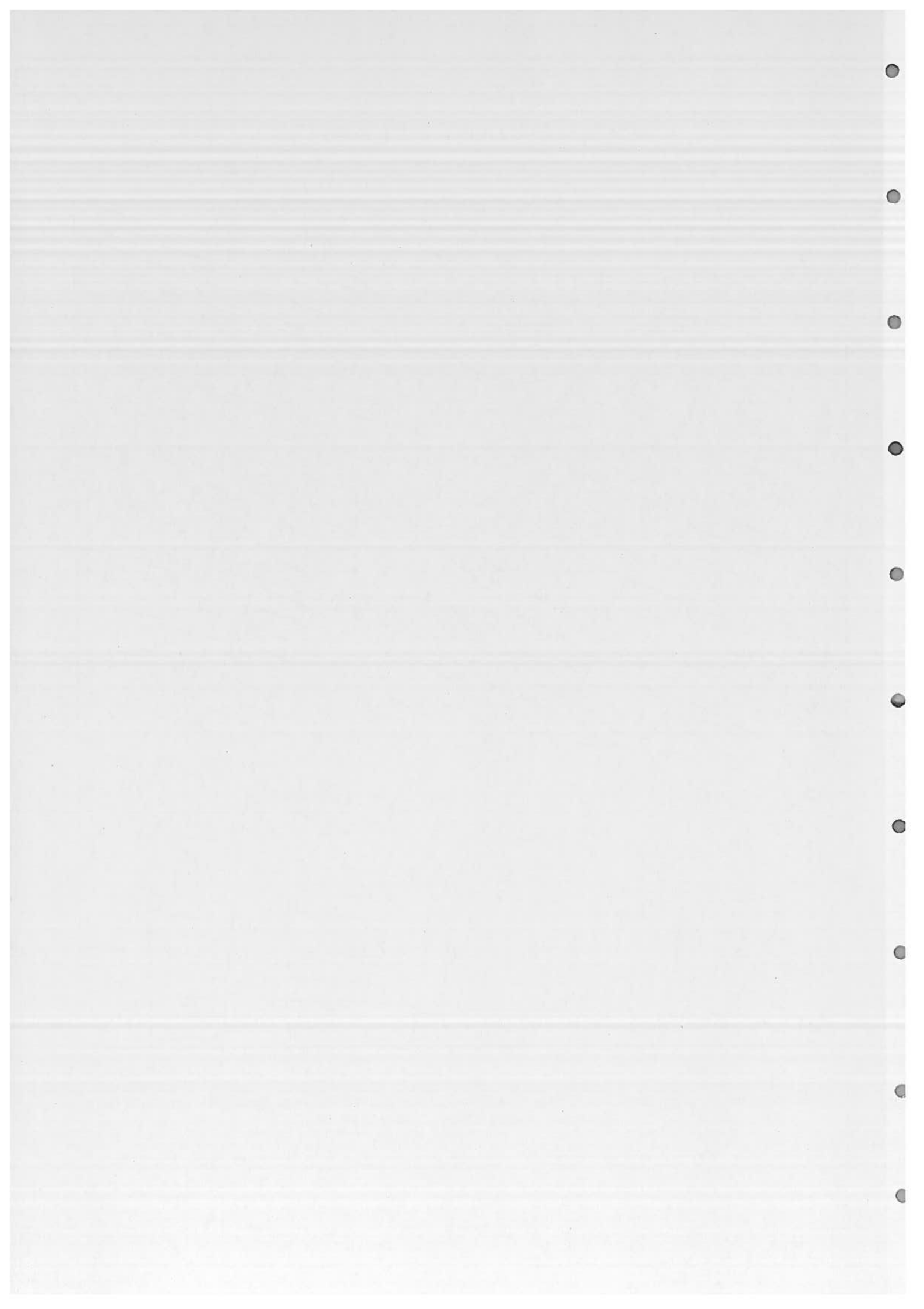
Patricia Tavernier
Legal Assistant
For the Borough Solicitor

Borough Solicitor
Andrew Maughan

309 West End Lane London NW6 1RD



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Mr J Benaim
48 Grapemere Avenue
Wembley
Middlesex
HA9 8TD

Application Ref: 2016/0589/P

13 April 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 AGREEMENTAddress:
309 West End Lane
London
NW6 1RD

DECISION

Proposal:
Erection of an additional storey at fourth floor level to provide 1 x 2 bed flat (Class C3)
Drawing Nos: Location Plan; SB/32/31; SB/32/2; SB/32/3; SB/32/4_A; Design and 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 [insert drawing no.s]

OR

The development hereby permitted shall be carried out in accordance with the approved plans listed in schedule [inset name or number of schedule of plans]

Reason:

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

- 4 The development hereby approved shall achieve a maximum internal water use of 105l litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies

Informative(s):

- 1 Reasons for granting permission:

The proposed additional storey in principle is acceptable as this would contribute to continuing the roof pattern to reunite a group of buildings or townscape. There are a number of buildings within the vicinity and terrace which have roof alterations and additions, notably the adjacent building at No. 311 West End Lane.

The proposed extension is considered to be acceptable in terms of its scale and

design. It would be set back from the front roof ridge by 4.5m and by 1.5m from the rear roof ridge retains the building's valley roof profile. The materials of grey slate and timber windows are considered to be acceptable in relation to the host building. The proposal would not be widely visible from West End Lane or and therefore would have a minimal impact upon the wider West End Green Conservation Area.

The proposal would provide 66.8sqm of additional floorspace to the building, which exceeds the minimum requirement detailed within DCLG Technical Housing Standards (61sqm). Furthermore, the new dwelling will provide a good standard of residential accommodation in terms of layout, amenity space, room size (compliant with DCLG standards), sunlight, daylight, ventilation and outlook. The proposal does not meet all of the requirements of Part M4(2) of Building Regulations but is still considered as acceptable. This is by reason of the host building not providing step-free access.

The site's Public Transport Accessibility Level (PTAL) is 6A and the site falls within the Fortune Green Central Controlled Parking Zone (CPZ). As per, the requirements of Policy DP18, this decision is subject to a car-free legal agreement to ensure that future occupants of the development are aware that they are not entitled to on-street parking permits. Policy DP18 seeks to ensure car-free development in low parking provision areas, which includes areas of high PTAL.

The development should provide 1x cycle spaces in accordance with the London Plan and Camden cycle standards. In this context, due to the site restrictions and availability of on-street cycle storage, it is considered acceptable to not impose a condition upon granting planning permission for the provision of cycle storage space.

A construction management plan will also be required by a legal agreement to minimise the impact of the construction towards neighbouring occupiers. This relates to both construction on the site and transport arrangements for servicing.

All new build or converted dwellings are required to achieve 110L per person, per day (including 5 litres for external water use). This will be secured by condition.

The proposal, due to its position upon the roof, would cause negligible harm to any adjoining residential occupiers in terms of natural light, outlook, privacy, light spill or added sense of enclosure.

One objection was received prior to making this decision which was duly noted. The planning history of the site and surrounding area has been taken into account when coming to this decision.

Considerable importance and weight 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 proposal is in general accordance with policies CS5, CS6, CS11,

CS14 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, policies DP2, DP5, DP18, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Policies and Policies 2 and 7 of the Fortune Green and West Hampstead Neighbourhood Plan 2015. The proposed development also accords with policies 3.5, 3.8, 6.12, 7.4 and 7.6 of the London Plan (March 2015) consolidated with alterations since 2011; and paragraphs 14, 17 and 56-67 of the National Planning Policy Framework.

- 2 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.
- 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 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

- 5 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.

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

DRAFT

Culture and Environment Directorate

DECISION



DATED 20 April 2016

(1) 309 WEST END LANE MANAGEMENT LIMITED

and

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

AGREEMENT
relating to land known as
309 WEST END LANE LONDON NW6 1RD
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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