

DATED

17 May

2016

(1) 13-17 RED LION SQUARE LLP

and

(2) INVESTEC 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
13 Halsey House Red Lion Square London WC1R 4QF
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 5680
Fax: 020 7974 1920

1781.702

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 LN249617 and dated 21 September 2015 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" Conversion of ancillary space to provide additional 1 x 2 bedroom flat at lower ground floor level; replacement of external stair core structure and partial single storey extension at rear lower ground floor level with an infill extension at ground, first and second floor levels and associated works as shown on drawing numbers Location and site plan, 432 S2 010 Rev_B, 432 S2 011 Rev_B, 432 S2 012 Rev_B, 432 S2 013 Rev_B, 432 S2 014 Rev_B, 432 S2 015 Rev_C, 432 S2 016 Rev_A, 432 S2 020 Rev_A, 432 S2 030 Rev_A, 432 S2 050 Rev_A, 432 S2 051 Rev_A, 432 S2 052 Rev_A, 432 S2 053 Rev_A, 432 S2 054 Rev_A, 432 S2 055 Rev_A, 432 S2 056 Rev_A, 432 S2 101 Rev_C, 432 S2 001 Rev_C, Various, 432 S2 110 Rev_G, 432 S2 111 Rev_F, 432 S2 112 Rev_E,

432 S2 113 Rev_E, 432 S2 114 Rev_F, 432 S2 115 Rev_E, 432 S2 116 Rev_A, , 432 S2 200 Rev_D and 432 S2 300 Rev_D. Supporting documents: Ardent Air Quality Assessment (dated December 2015), MLM Acoustic Assessment (dated December 2015), NLP Planning and Heritage Statement (dated December 2015), NLP Daylight and Sunlight Assessment (dated December 2015), Ardent Flood Risk and Drainage Strategy (dated December 2015), Historic England Archaeology Letter (dated December 2015), Ardent Transport Statement (dated December 2015), Integration Sustainability and Energy Statement (dated December 2015), HWO Design and Access Statement (dated December 2015); and Ardent Utilities and Servicing Statement (dated December 2015).

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 the Residential Unit is first occupied for residential purposes pursuant to the Planning Permission (which for this Agreement shall not include for the purpose of carrying out works and marketing) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council, the Owner and the Mortgagee

- 2.7 "the Planning Application" the planning application in respect of the Development of the Property submitted to the Council and validated on 22 December 2015 under reference number 2015/7191/P for which a resolution to grant the Planning Permission has been passed conditionally 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 by the Council pursuant to the Planning Application for the Development and substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 13 Halsey House Red Lion Square London WC1R 4QF 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

2.13 "Residential Unit"

the 2-bedroom flat at lower ground floor level of the Property as comprised within the Development and as is shown shaded light blue on 432 S2 110 Rev. G annexed hereto

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 Not to sell, grant a lease of, grant a tenancy of or otherwise permit or suffer Occupation of the Residential Unit prior to having notified each new resident 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 number of the Residential Unit (as issued and agreed by the Council's Street Name and Numbering Department).

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 2015/7191/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 Permission reference number 2015/7191/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 Mortgagee nor their successors in title nor any person deriving title from them shall be bound by or liable for any breach of 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 before the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

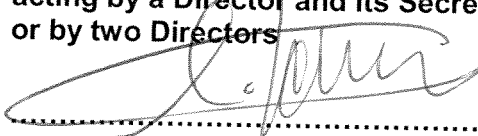
- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Development being bound by it and the Agreement registered at the Land Registry as provided in Clause 6.4 hereof provided that the Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Development.
- 7.2 No mortgagee shall be bound by the obligations in this Agreement save to the extent that it shall have become a mortgagee in possession of the Residential Unit.

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)
13-17 RED LION SQUARE LLP)
acting by a Director and its Secretary)
or by two Directors)


.....

Director


.....

Director/Secretary

EXECUTED as a Deed)
By INVESTEC BANK PLC acting by its duly)
By authorised signatories under a power)
in the presence of:- of attorney dated 4)
JUNE 2013)

As
Stamp
on behalf
of Investec
Bank PLC

.....
WITNESS 

WITNESS NAME: KATHRYN WCH

WITNESS ADDRESS: 2 GRESHAM ST, LONDON

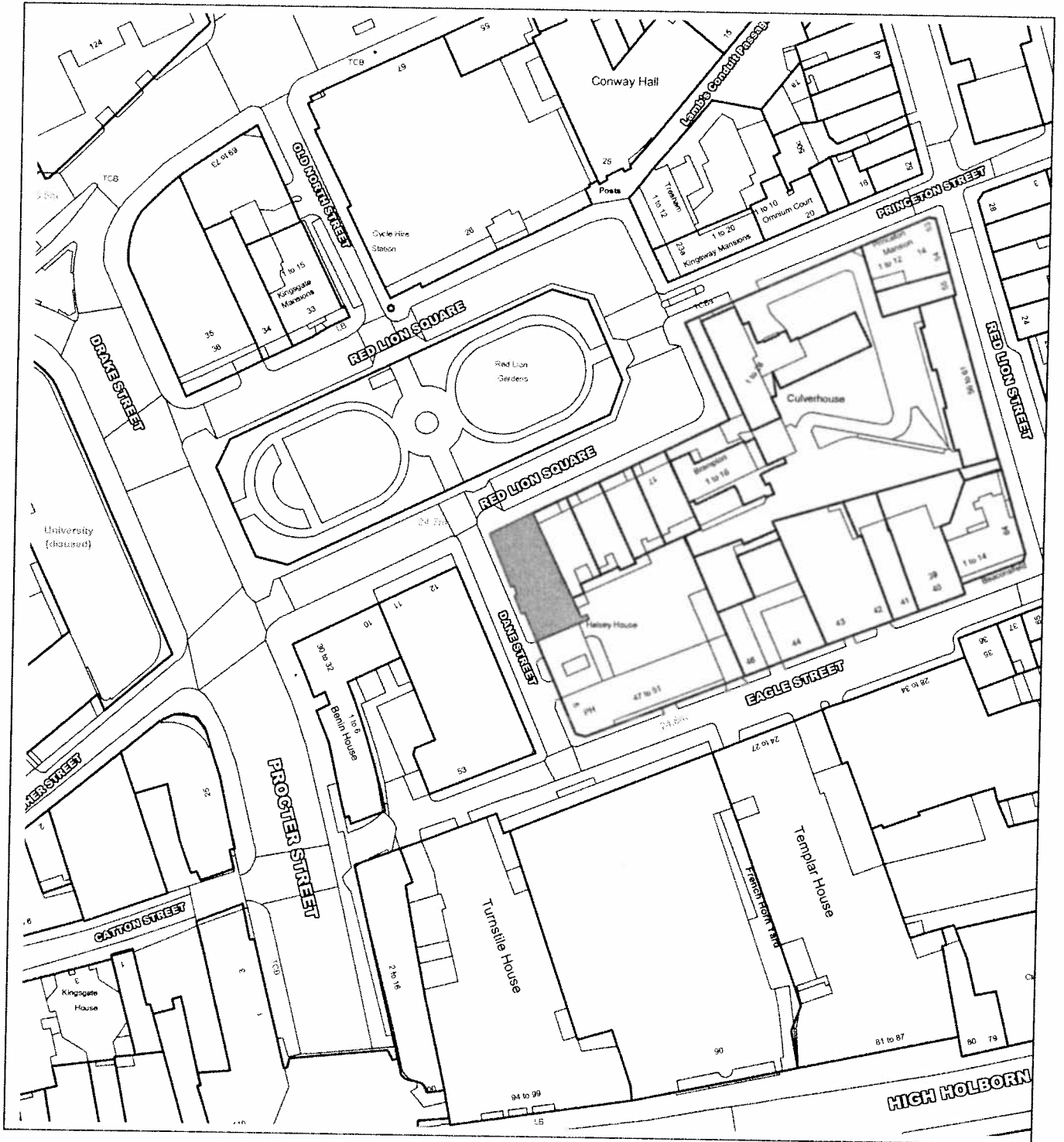
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory


AUTHORISED SIGNATORY 15

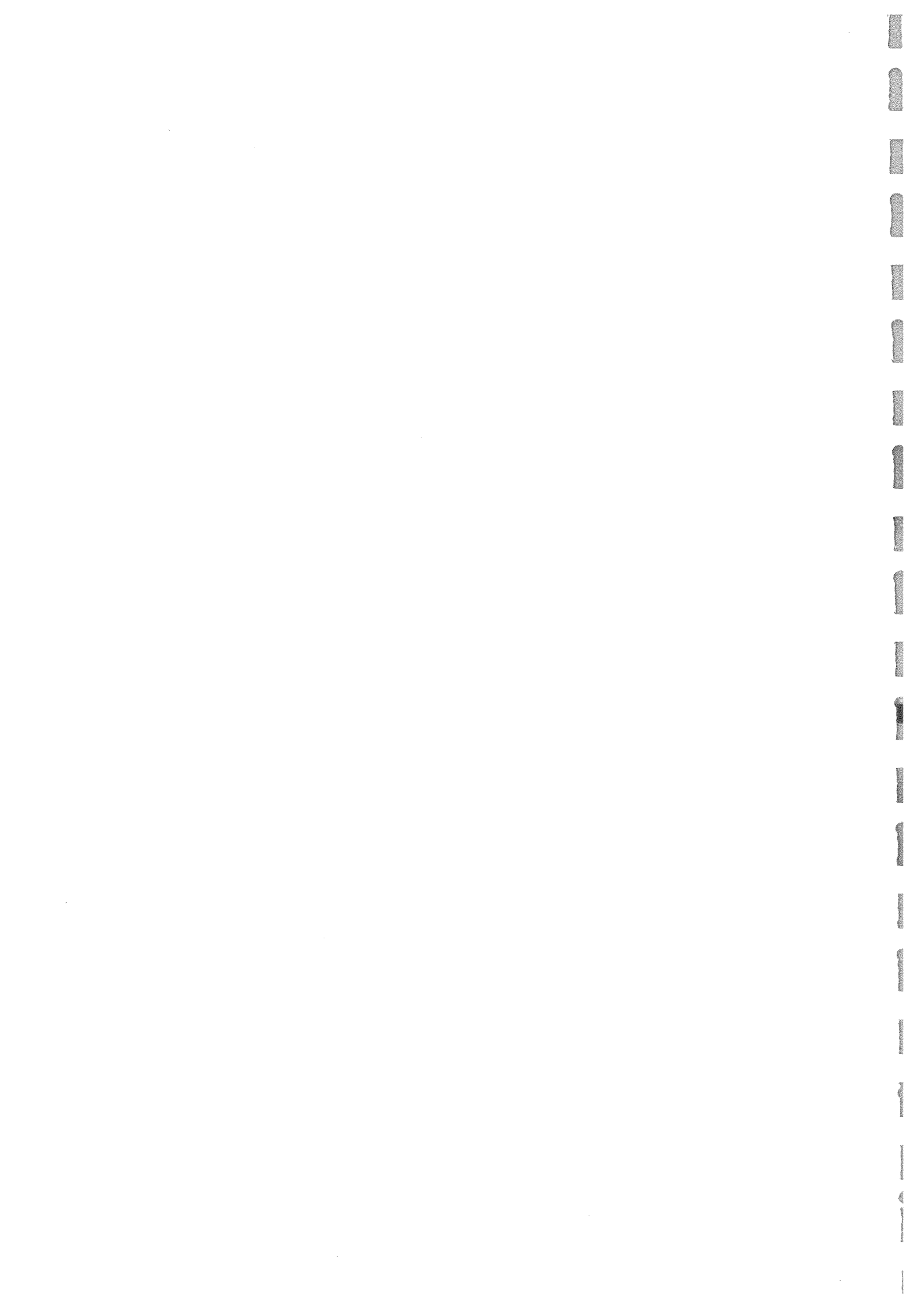
AUTHORISED SIGNATORY

13 Halsey House Red Lion Square London WC1R 4QF



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[Handwritten signatures and initials]
15 25.



Mr Owain Nedin
Nathaniel Lichfield & Partners
14 Regent's Wharf
All Saints Street
London
N1 9RL

Application Ref: **2015/7191/P**
Please ask for: **Zenab Haji-Ismail**
Telephone: 020 7974 3270

17 March 2016

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
**13 Halsey House
Red Lion Square
London
WC1R 4QF**

DECISION

Proposal:

Demolition of external stair core structure and partial demolition of single storey extension to the rear at lower ground floor level, new extension to the rear at lower ground floor level and an infill extension at ground, first and second floor levels, conversion of a storage/office area to provide a 1 x2 bedroom unit and associated works.

Drawing Nos: Location and site plan, 432 S2 010 Rev_B, 432 S2 011 Rev_B, 432 S2 012 Rev_B, 432 S2 013 Rev_B, 432 S2 014 Rev_B, 432 S2 015 Rev_C, 432 S2 016 Rev_A, 432 S2 020 Rev_A, 432 S2 030 Rev_A, 432 S2 050 Rev_A, 432 S2 051 Rev_A, 432 S2 052 Rev_A, 432 S2 053 Rev_A, 432 S2 054 Rev_A, 432 S2 055 Rev_A, 432 S2 056 Rev_A, 432 S2a 101 Various, 432 S2 110 Rev_F, 432 S2 111 Rev_F, 432 S2 112 Rev_E, 432 S2 113 Rev_E, 432 S2 114 Rev_F, 432 S2 115 Rev_E, 432 S2 116 Rev_D, 432 S2 116 Rev_A, , 432 S2 200 Rev_D and 432 S2 300 Rev_D.

Supporting documents: Ardent Air Quality Assessment (dated December 2015), MLM Acoustic Assessment (dated December 2015), NLP Planning and Heritage Statement (dated December 2015), NLP Daylight and Sunlight Assessment (dated December 2015), Ardent Flood Risk and Drainage Strategy (dated December 2015), Historic England Archaeology Letter (dated December 2015), Ardent Transport Statement (dated December 2015)
Director of Culture & Environment



2015), Integration Sustainability and Energy Statement (dated December 2015).

The Council has considered your application and decided to grant permission subject to the following condition(s):

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: Location and site plan, 432 S2 010 Rev_B, 432 S2 011 Rev_B, 432 S2 012 Rev_B, 432 S2 013 Rev_B, 432 S2 014 Rev_B, 432 S2 015 Rev_C, 432 S2 016 Rev_A, 432 S2 020 Rev_A, 432 S2 030 Rev_A, 432 S2 050 Rev_A, 432 S2 051 Rev_A, 432 S2 052 Rev_A, 432 S2 053 Rev_A, 432 S2 054 Rev_A, 432 S2 055 Rev_A, 432 S2 056 Rev_A, 432 S2a 101 Various, 432 S2 110 Rev_F, 432 S2 111 Rev_F, 432 S2 112 Rev_E, 432 S2 113 Rev_E, 432 S2 114 Rev_F, 432 S2 115 Rev_E, 432 S2 116 Rev_D, 432 S2 116 Rev_A, , 432 S2 200 Rev_D and 432 S2 300 Rev_D.

Supporting documents: Ardent Air Quality Assessment (dated December 2015), MLM Acoustic Assessment (dated December 2015), NLP Planning and Heritage Statement (dated December 2015), NLP Daylight and Sunlight Assessment (dated December 2015), Ardent Flood Risk and Drainage Strategy (dated December 2015), Historic England Archaeology Letter (dated December 2015), Ardent Transport Statement (dated December 2015), Integration Sustainability and Energy Statement (dated December 2015).

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

- 4 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to

meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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).
- 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 Reason for granting permission

The reconfiguration of internal space to form a 1 x 2 bedroom self-contained flat of approximately 80sqm is considered acceptable. The proposed flat would consist a good layout, would be well lit and have access to private amenity space.

The proposal includes the removal of existing external staircase to the rear. The removal of the unsightly staircase is welcomed. The proposal includes an infill extension which extends from the lower ground floor upto second floor level. The infill extension would be approximately 4.6m deep and 2.3m wide. In this context, the proposed infill extension is considered to be appropriate and the sloped roof above the infill extension would prevent it from being used as a terrace.

The proposal would not result in harm to the amenity of neighbouring occupiers. The site has a PTAL rating of 6b which is an excellent accessibility level. There is adequate space within the unit to store a cycle. The new unit would be car free. Adequate bin storage has been provided.

One objection was received before the end of the consultation period which has duly been considered. The site's planning history was taken into account when coming to this decision.

The proposal is considered to preserve the character of the conservation area. 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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The proposed development is in general accordance with policy CS1, CS5, CS14 and CS16 of the London Borough of Camden Local Development Framework Core Strategy; and policies DP5, DP6, DP16, DP17, DP22, DP23, DP24, DP25, DP26 DP28 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, and 7.6 of the London Plan March 2015 and paragraphs 56 -66 of the National Planning Policy Framework.

- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Culture & Environment

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DATED

17 May

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(2) INVESTEC BANK PLC

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(3) THE MAYOR AND BURGESSES OF
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A G R E E M E N T

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