

2016

DATED

J June

(1) KEYSTONE HOLDINGS 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
1 HURDWICK PLACE LONDON NW1 2JE
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

1781.767

THIS AGREEMENT is made the 2 day of June 2016

BETWEEN:

i. **KEYSTONE HOLDINGS LIMITED** (incorporated in Isle of Man) (UK Regn. No. ISLE) care of Andco Corporate Services Limited, 2a Lord Street, Douglas, Isle of Man, IM1 ZBD (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

WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN92629 and is interested in the Property for the purposes of Section 106 of the Act.

1.2 A Planning Application for the Development of the Property was submitted to the Council and validated on 11 March 2016 and the Council resolved to grant permission conditionally under reference number 2016/1334/P subject to conclusion of this legal Agreement.

1.3 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.

1.4 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" the conversion of the existing 3 Bed self-contained flat into 2 x 1 Bed self-contained units at basement level, associated with planning permission 2015/1630/P granted on 18/09/2015 for: Erection of an infill side extension at second and third floor level and a rear part single part double storey rear extension between first and second floor level to provide 2 x studio flats, 1 x 3 bed self-contained flat and 1 x 2 bedroom residential flats as shown on drawing numbers A001-A1, A050, A051, A101 REVA, A102 REVA, A107, A108 and 452-A3-1000.

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

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act

2.12 "Residents Parking Permit"

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

2.11 "Residents Parking Bay"

the land known as 1 Hurdwick Place London NW1 2JE the same as shown shaded grey on the plan annexed hereto

2.10 "the Property"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.9 "the Planning Permission"

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

2.8 "Planning Obligations Monitoring Officer"

a planning application in respect of the development of the Property submitted to the Council and validated on 26 June 2015 for which a resolution to grant permission has been passed conditionally under reference number 2016/1334/P subject to conclusion of this Agreement

2.7 "the Planning Application"

- 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 of 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.

OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

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 4.1.1 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 4.1.1 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 2016/1334/P the date upon which the Development is ready for Occupation.

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

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.

6.2 This Agreement shall be registered as a Local Land Charge.

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 2016/1334/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. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

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.

5.3. 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.

Agreement in the Charges Register as a notice on 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 on behalf of)
KEYSTONE HOLDINGS LIMITED)
a company incorporated in)
the Isle of Man by)
and)
TA MURPHY)
EN BOWERS)
being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)

Authorised Signatory

.....

Donna

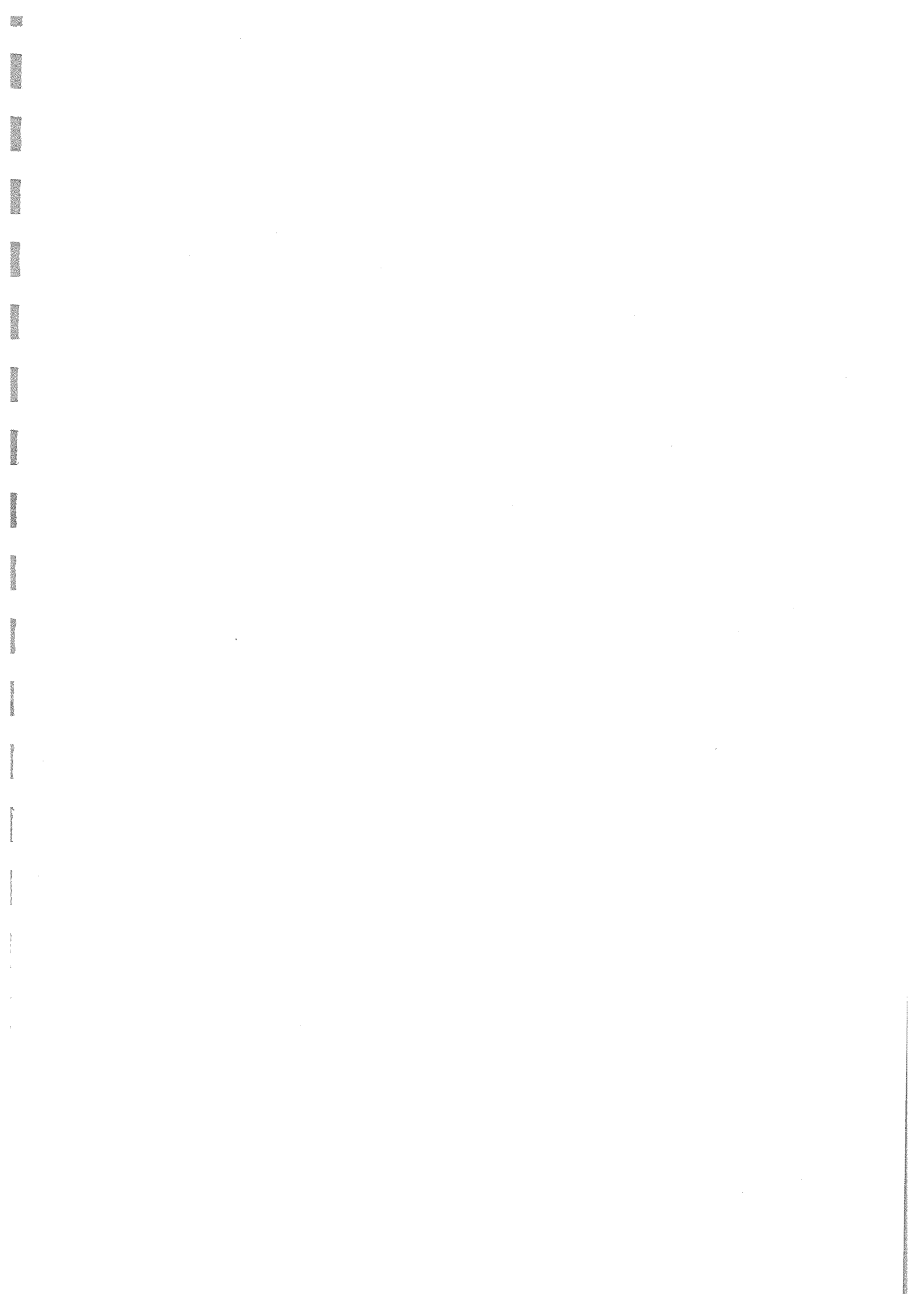
Authorised Signatory

.....

Tommy



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



Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: 2016/1334/P

03 May 2016

Dear Sir/Madam

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:
1 Hurdwick Place
London
NW1 2JE

Proposal:

The conversion of the existing 3Bed self-contained flat into 2 x 1Bed self-contained units at basement level, associated with planning permission 2015/1630/P granted on 18/09/2015 for: Erection of an infill side extension at second and third floor level and a rear part single part double storey rear extension between first and second floor level to provide 2 x studio flats, 1x 3bed self-contained flat and 1 x 2bedroom residential flats.
Drawing Nos: A001-A1, A050, A051, A101 REVA, A102 REVA, A107, A108 and 452-A3-1000.

The Council has considered your application and decided to grant permission subject to the conditions and informatics (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 Prior to occupation of any relevant part of the development, Sustainability statement and Water efficiency shall be submitted and shall demonstrate how the development would meet sustainable design principles as noted in policy DP22.

The sustainability statement should also demonstrate that the development is capable of achieving a maximum internal water use of 105 litres per day (5 litres for external water use.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

4 Units 1a and 1b, as indicated on the approved plans shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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.

5 The development hereby permitted shall be carried out in accordance with the following approved plans A001-A1, A050, A051, A101 REVA, A102 REVA, A107, A108 and 452-A3-1000.

Reason:

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

6 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2).

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 Reason for granting permission

Planning consent was granted in 2015 (2015/1630/P) for: 2 x studio flats, 1 x 3bed self-contained flat and 1 x 2bedroom residential flats. This application relates to the basement flat only which is currently a single 3-bed apartment. The proposal is to convert this to 2x 1bed apartments.

The use of units would provide appropriate standard of accommodation in terms of floorspace, outlook and access to natural light and ventilation in line with the Council's residential development standards outlined in London Plan 2016. The existing and surrounding uses are residential. Therefore, it is not considered that the proposal will have an impact on the amenity of adjoining occupiers or on the character or appearance of the host building or surrounding area.

The existing 2 x 1bedrooms are both self-contained and the proposed conversion would result in the loss of 1 x 3Bed unit. However, the proposed conversion would not be in an area identified by CPG 2 for having larger units. The conversion would meet general guidance contained within the technical housing standard (2015) and maintain the existing car-free nature of the accommodation on and the existing access arrangements would remain unaltered. In line with policy DP6, Lifetimes Homes Standards are met where possible even if this is limited given this is a conversion in an existing building.

Neighbouring properties have been consulted, a site notice displayed and a public notice published in the local press. No objection has been received at the time of writing. The site's planning history and relevant appeal decisions were taken into account when coming to 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 Area Act 1990 as amended by the enterprise and Regulatory Reform Act (ERR) 2013.

As such, the development would accord to Development Framework Core Strategy and policies DP2, DP5, DP9, DP18, DP19 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 March 2015, consolidated with alterations since 2011 and paragraphs 14, 17, 47-55, 56 - 68 and 126-141 of the National Planning Policy Framework.

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).

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/cmc/content/contacts/council-contacts/environmental-health-team> 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.

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.

6 You are reminded that TFL shall be consulted and below points shall be negotiated with TFL in regards to the points as listed below:

The footway and carriage way of the TLRN must not be blocked during the conversion and extension of the property. The construction works should not at any point encroach on the clear space needed to maintain the safe and uninterrupted flow of road users and pedestrians.

No vehicles associated with the construction of the development must park/load/unload on the pathway/carriageway of TLRN at any time.

No skips or construction materials shall be kept on the footway or carriageway of the TLRN at any time.

Should the applicant wish to install scaffolding or a hoarding on the footway whilst undertaking this work, separate licences may be required with TFL.

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



1781.767

Tel: 020 7974 5680
Fax: 020 7974 1920

Andrew Maughan
Head of Legal Services
London Borough of Camden
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London WC1H 9LP

A G R E E M E N T
relating to land known as
1 HURDWICK PLACE LONDON NW1 2JE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

and

(1) KEYSTONE HOLDINGS LIMITED

DATED

a June

2016