

A G R E E M E N T
relating to land known as
MAMELON TOWER PUBLIC HOUSE
149 GRAFTON ROAD, LONDON NW5 4AY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(1) MACNEIL LIMITED

DATED

3rd *May*

2016

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

1781.435
FINAL21.03.16

BETWEEN:

i. MACNEIL LIMITED (Co. Regn. No. 4417618) whose registered office is at 9 Essex Park Finchley Central London N3 1ND (hereinafter called "the Owner") of the first part

ii. THE ROYAL BANK OF SCOTLAND PLC (Co. Regn. No. SC90312) of 2nd Floor Building, 1 Centrium, Griffiths Way, St. Albans, Herts AL1 2RD (hereinafter called "the Mortgagee") of the second part

iii. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN82634 subject to a charge to the Mortgagee.

1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the Development of the Property was submitted to the Council and validated on 03 March 2015 and the Council resolved to grant permission conditionally under reference number 2015/1211/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.

2016

3rd day of *May*

THIS AGREEMENT is made the

- 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.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN82634 and dated 18 July 2008 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" change of use of upper floors from ancillary public house accommodation (A4) to 5 (3 x 1 Bed, 2 x 2Bed) self-contained flats (Class C3); erection of 2 storey side extension on South - East (Queen's Crescent) elevation at first and second floor levels and mansard roof extension with associated fenestration alterations as shown on drawing numbers (Prefix 1704.) OS-01, EX-14, EX.21, EX.22, EX.23, EX.25, EX.26, EX.27, EX.28, P.17, P.22, P.23, P.24 Rev A, P.25, P.26, P.28, P.29 and Lifetime Homes Statement

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.6 "the Level Plans

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 "the Implementation Date"

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

(b) any other works the Council acting reasonably requires as a direct result of the Development

(a) repaving the Public Highway adjacent to the Property;

the sum of £5917.33 (five thousand nine hundred and seventeen pounds and thirty three pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

2.4 "the Highways Contribution"

2.7	"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, the Owner and the Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 03 March 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1211/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 The Mamelon Tower 149 Grafton Road London NW5 4AY the same as shown shaded grey on the plan annexed hereto
2.13	"the Public Highway"	any carriage way footway and/or verge adjoining the Property maintainable at public expense
2.14	"the Public Open Space"	

the sum of £6,155.37 (six thousand one hundred and fifty thousand pounds and thirty seven pence to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.15 "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

2.16 "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

2.17 "the Sustainability Plan "

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

(a)

achieve the targets set out in the approved plan (which is to be submitted to the Council for approval prior to implementation) and with any other sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through

4. **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. 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.

4.2. **HIGHWAYS CONTRIBUTION**

4.2.1. Prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.2.2. Not to implement or to allow implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.2.3. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory

undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.

4.2.4. On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.2.5. If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 PUBLIC OPEN SPACE CONTRIBUTION

4.3.1 Prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.3.2 Not to implement or to permit implementation until such time as the Council has received the Public Open Space Contribution.

4.4 SUSTAINABILITY PLAN

4.4.1 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.4.2 Not to implement nor permit implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

NOTICE TO THE COUNCIL/OTHER MATTERS

5. 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 2015/1211/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 2015/1211/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/1211/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIRP figure published before the date such payment or application is made ("Y") less the last published AIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{X}{(Y-X)}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

6. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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, 5 Pancras Square London N1C 4AG quoting the Planning Permission reference number 2015/1211/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.
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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, 5 Pancras Square London N1C 4AG quoting the Planning Permission reference number 2015/1211/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 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.



Authorised Signatory

[Handwritten signature]

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

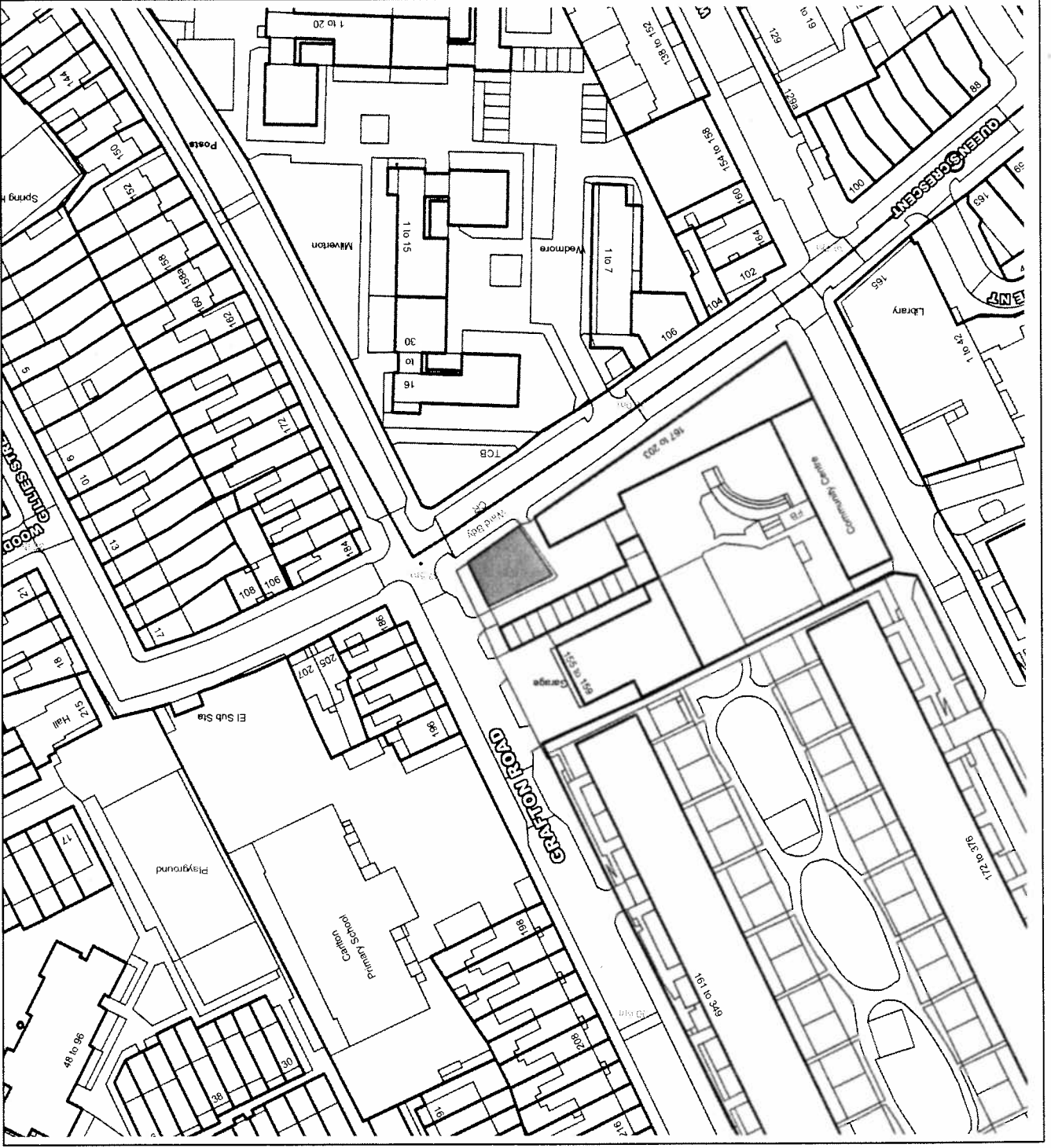
EXECUTED as a Deed
By THE ROYAL BANK OF
SCOTLAND PLC
By
in the presence of:-
)
)
)
)
)

In the presence of
Mandy Myers
Bank Officer
[Handwritten signature]
Signed Credit Documentation
PO Box No. 522
2nd Floor, 42 High Street
Camden, N1C 4AT

Signed as a deed by
Victoria Cooke
[Handwritten signature]
as the Attorney in their capacity
as Documentor, and their Credit
Documentation for and on
behalf of Royal Bank of
Scotland Plc

The Mamelon Tower 149 Grafton Road London NW5 4AY

Carroll



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Sheffield Credit Documentation
PO Box No. 802
2nd floor, 42 High Street
Sheffield S1 2YW



you.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to

Department on 020 7 974 1947.

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

conclusion of a Section 106 Legal Agreement.

The Council has considered your application and decided to grant permission subject to the conditions and alternatives (if applicable) listed below AND subject to the successful

Statement

Drawing Nos: (Prefix 1704.) OS-01, EX-14, EX.21, EX.22, EX.23, EX.25, EX.26, EX.27, EX2.8, P.17, P.22, P.23, P.24 Rev A, P.25, P.26, P.28, P.29 and Lifetime Homes

extension with associated fenestration alterations.

South - East (Queen's Crescent) elevation at first and second floor levels and mansard roof

Change of use of upper floors from ancillary public house accommodation (A4) to 5 (3 x 1Bed, 2 x 2Bed) self-contained flats (Class C3), erection of 2 storey side extension on

Proposal:

DRAFT

NW5 4AY

London

149 Grafton Road

The Mamelon Tower

Address:

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DRAFT

Dear Sir/Madam

Application Ref: 2015/1211/P

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

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

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



Studio:08 architecture + planning
Crows Nest
266 Stamford Hill
London
N16 6TU

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.

4 The Mayor of London intends to introduce a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time will need to pay a CIL including those submitted before April. This CIL will be collected by Camden on behalf of the Mayor of London. From April 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 m² 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 and we will issue a CIL demand notice setting out what monies needs to be paid when and how to pay The CIL will be collected from Camden on behalf of the Mayor.

5 With regard to condition no. you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

6 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Environment Services (Recycling) on 0207 974 6914/5 or on the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

8 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.

9 The private forecourt area adjacent to Grafton Road has an established public right of way which has been enjoyed by the public as a right of way for over 20 years.

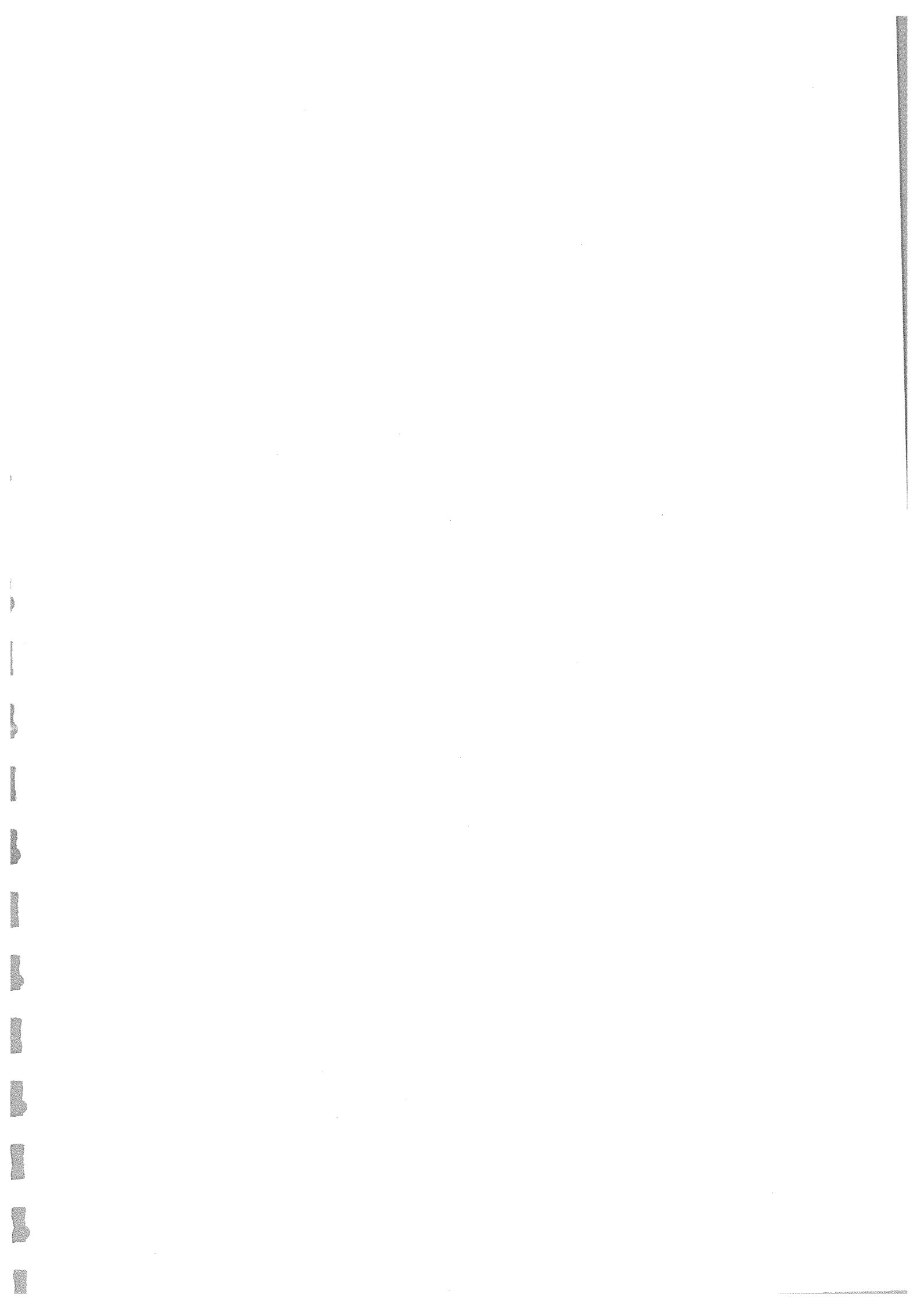
Under section 31 of the Highways Act 1980, therefore, we would consider this
forecourt as being dedicated highway, although not maintainable at the public
expense.
10 In good time, prior to the start of construction (or if appropriate, demolition) on site,
the contractor shall discuss and agree with the Council's Engineering Service
Network Management team (tel: 020-7974 2410) detailed arrangements for the
transportation of goods and materials to and from the site. The Council will
prosecute those responsible for any breaches of the provisions of the Highways
and Litter Acts which occur as a result of construction on the site. In addition, it is
the responsibility of the applicant to ensure that any relevant highways licences are
sought.

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

DECISION





A G R E E M E N T
 relating to land known as
MAMELON TOWER PUBLIC HOUSE
149 GRAFTON ROAD, LONDON NW5 4AY
 pursuant to Section 106 of the Town and Country Planning
 Act 1990 (as amended)
 Section 278 of the Highways Act 1980

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

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(2) THE ROYAL BANK OF SCOTLAND PLC

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(1) MACNEIL LIMITED

DATED

3rd May

2016