

DATED 17 January 2017

(1) CHOICEPLACE PROPERTIES LIMITED

and

(2) THE ROYAL BANK OF SCOTLAND

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  
58 West End Lane, London NW6 2NE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962



THIS AGREEMENT is made the 17<sup>th</sup> day of January 2016/7

**BETWEEN:**

- i. **CHOICEPLACE PROPERTIES LIMITED** (Co. Regn. No. 03177358) whose registered office is at 5 Broadbent Close, Highgate, London N6 5JW (hereinafter called "the Owner") of the first part
- ii. **THE ROYAL BANK OF SCOTLAND** (Scot. Co. Regn. No. SC090312) of 5-10 Great Tower Street, London EC3R 5DJ (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 148559 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 12 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/4441/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 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 legal charges registered under Title Number 148559 and dated 22 May 2013 and 16 December 2015 (hereinafter called "the Legal Charges") 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"         | erection of a two storey rear extension, erection of 2 x dormer windows to the rear roofslope, 3 x rooflights to the front roofslope and conversion of existing 16 x studio flats into 5 x 2 bedroom flats, 1 x 1 bedroom flat and 8 x studio flats as shown on drawing numbers 04 rev. A, 05 rev. A, 06 rev. A, 07 rev. A, 08 rev. A, 30 rev. B, 40 rev. L, 41 rev. F, 42 rev. L, 44 rev. J. |
| 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 | "Nominated Unit(s)"       | the 5 x 2 bedroom flats and 1 x 1 bedroom flat as shown on the drawings attached to this  |

agreement.

- 2.6 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.7 "the Parties" mean the Council the Owner and the Mortgagee
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 12 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4441/P subject to conclusion of this Agreement
- 2.9 "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
- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as 58 West End Lane, London NW6 2NE the same as shown shaded grey on the plan annexed hereto
- 2.12 "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

- 2.13 "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 and 6 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 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

**Car Free**

- 4.1 To ensure that prior to occupying any Nominated Unit (being part of the Development) each new occupier of any Nominated Unit 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to occupy or use (or permit the occupation or use of) any Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.
- 4.4 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 and 4.2 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 2016/4441/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 2016/4441/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, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/4441/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.
- 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. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

## 8. JOINT AND SEVERAL LIABILITY


- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

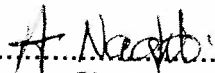
9. RIGHTS OF THIRD PARTIES

9.1 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  
CHOICEPLACE PROPERTIES LIMITED  
in the presence of:

)  MR R GABRIELE  
) DIRECTOR

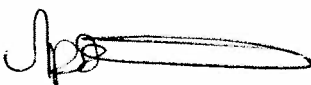
  
.....  
Witness Signature


Witness Name **MR A NAQHIB**

Address **58 ABBEY ROAD, LONDON, NW8 0QB**

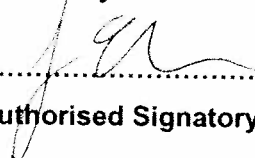
Occupation **CO-DIRECTOR**

EXECUTED as a Deed  
By THE ROYAL BANK OF SCOTLAND  
By **Jane Copestake**  
in the presence of:

)   
) Appointed Documenter  
) Credit Documentation

  
.....  
**Thomas Hartley**

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

  
.....  
Authorised Signatory





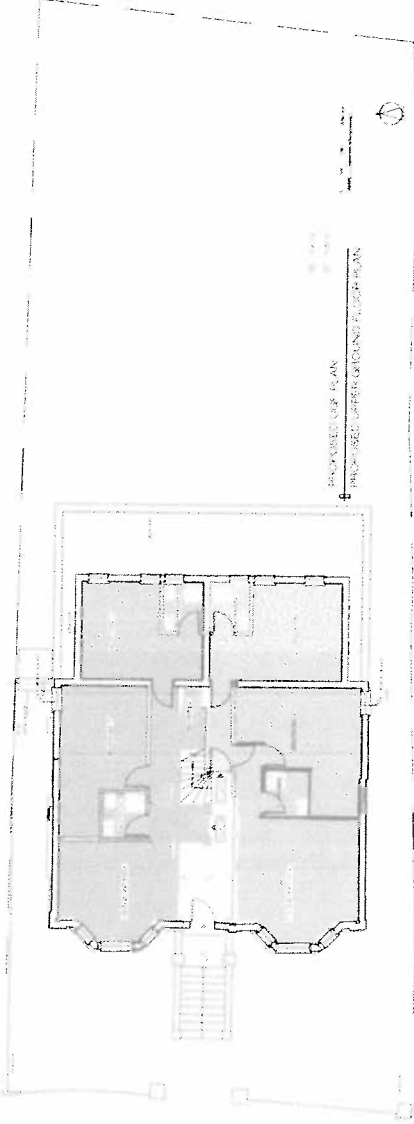
Notes

These drawings are strictly conceptual and are not to be used for construction. All dimensions are approximate and subject to change. The architect reserves the right to modify these drawings at any time without notice.

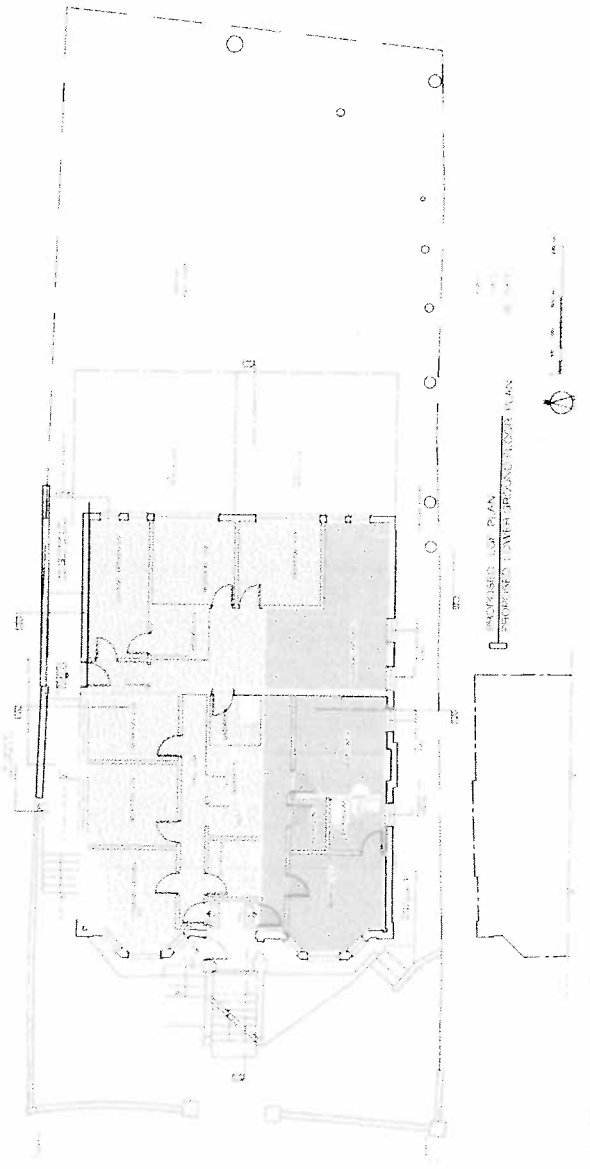
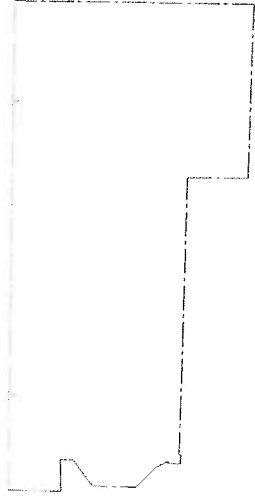
The architect may provide information shown in these drawings as requested by the building owner. The architect is not responsible for the accuracy of any information provided by the building owner.

Do not build from these drawings. Refer to the contract documents for the complete terms and conditions of the contract. The architect is not responsible for any construction or other work not shown on these drawings.

The drawings are to be read in conjunction with the contract documents. The architect is not responsible for any construction or other work not shown on these drawings.



PROPOSED UPPER LEVEL FLOOR PLAN  
PROPOSED UPPER LEVEL FLOOR PLAN



PROPOSED LOWER LEVEL FLOOR PLAN  
PROPOSED LOWER LEVEL FLOOR PLAN

ASB ARCHITECTS	Project: [REDACTED]
1000 [REDACTED] [REDACTED] [REDACTED]	Client: [REDACTED]
Project: [REDACTED]	Phase: [REDACTED]
Project No: [REDACTED]	Scale: [REDACTED]
Date: [REDACTED]	Sheet No: [REDACTED]
Drawn by: [REDACTED]	Checked by: [REDACTED]
Project Manager: [REDACTED]	Architect: [REDACTED]



**Notes**

These drawings are subject to change without notice. It is the client's responsibility to verify all information indicated on the drawings in any other drawings or specifications. The client is responsible for any errors, omissions, or omissions. The client is responsible for any errors, omissions, or omissions. The client is responsible for any errors, omissions, or omissions.

This drawing was prepared in accordance with the standards of the American Institute of Architects. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

When the Architect is made in possession of any documents based on this drawing, the Architect shall be responsible for any errors, omissions, or omissions. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

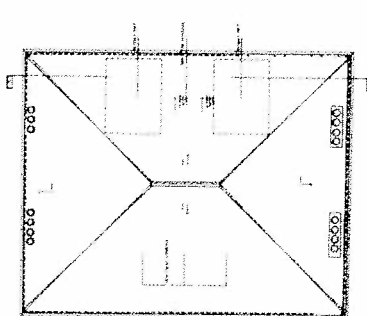
The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

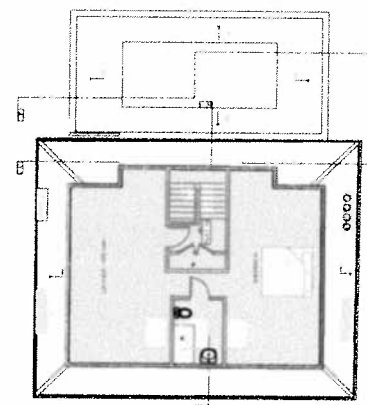
The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.

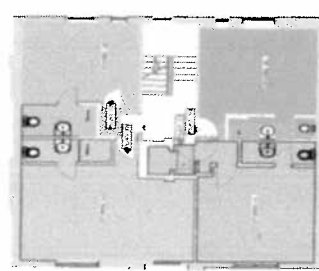
The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications. The drawing is to be used in conjunction with the other drawings and specifications.



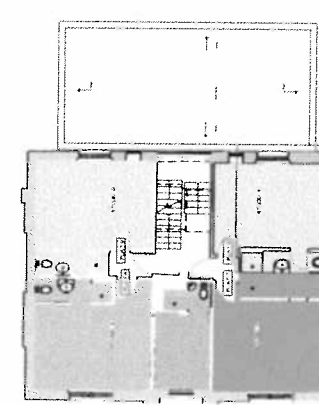
PROPOSED LOFT FLOOR PLAN  
NEW LOFT PLAN



PROPOSED LEVEL OF DECK PLAN  
NEW DECK PLAN



PROPOSED AND EXISTING DECK PLAN  
PROPOSED AND EXISTING DECK PLAN



PROPOSED AND EXISTING FLOOR PLAN  
PROPOSED AND EXISTING FLOOR PLAN



ASB ARCHITECTS  
1000 10th St. N. Suite 100  
Minneapolis, MN 55412  
Phone: 612.338.1111  
Fax: 612.338.1112  
www.asbarchitects.com

Project	PROPOSED FLOOR PLAN
Client	ASB ARCHITECTS
Architect	ASB ARCHITECTS
Scale	AS
Date	03/20/10
Sheet	01





# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.



ASB Architects  
215 West End Lane  
Sumatra House  
London  
NW6 1XJ

Application Ref: **2016/4441/P**

16 December 2016

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**58 West End Lane**  
London  
**NW6 2NE**

Proposal:

**DECISION**  
Erection of 2 storey rear extension; erection of 2 x dormer windows to rear roofslope; 3 x rooflights to front roofslope; and conversion of existing 16 x studio flats into 5 x 2 bedroom flats, 1 x 1 bedroom flat and 8 x studio flats.

Drawing Nos: 04 rev. A, 05 rev. A, 06 rev. A, 07 rev. A, 08 rev. A, 30 rev. B, 40 rev. L, 41 rev. F, 42 rev. L, 44 rev. J.

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 policies 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: 04 rev. A, 05 rev. A, 06 rev. A, 07 rev. A, 08 rev. A, 30 rev. B, 40 rev. L, 41 rev. F, 42 rev. L, 44 rev. J, Design & Access Statement received 09/08/2016 and Arboricultural Impact Assessment & Method Statement ref: TH 1308 dated 27/09/2016.

Reason:

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

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include:

- 1) Scaled plans showing all existing and proposed vegetation and landscape features.
- 2) A schedule detailing species, sizes, and planting densities.
- 3) Location, type and materials to be used for hard landscaping and boundary treatments.
- 4) Specifications for a minimum of two replacement trees (and tree pits where applicable), taking into account the standards set out in BS8545:2014.
- 5) Details of any proposed earthworks including grading, mounding and other changes in ground levels.
- 6) A management plan including an initial scheme of maintenance.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14, and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before any works commence on site, final details shall be submitted to and approved by the Council to demonstrate how all trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected during construction work. Such details shall follow guidelines and standards set out in BS5837:2012 and should include:

- 1) A tree protection plan (TPP) showing the location and nature of tree protection measures.
- 2) Appropriate working processes in the vicinity of trees.
- 3) Details of an auditable system of site monitoring.
- 4) Details of the design of building foundations details, including dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site.

The development thereafter shall be implemented in strict accordance with the approved details.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 6 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

Although the loss of 2 flats is contrary to policy DP2, it is considered acceptable in this instance as it would involve the conversion of 8 substandard studio flats at upper and lower ground floor into 5 x 2 bedroom units which are identified as very high priority in the LDF. 2 units would be marginally below the nationally recommended minimum internal floor area, but this is considered acceptable given the fact that it would be an improvement on the current standard. All new units would benefit from adequate daylight, ventilation and outlook and would provide an

acceptable standard of accommodation. The existing 8 x studio flats at 1st/2nd floor would remain as existing (deemed lawful by virtue of time on 29/06/2010, ref: 2010/2474/P).

The new 1 bed unit at loft level and 2 x dormers are similar to a previously approved application (ref: 2013/3362/P, granted 20/01/2014). The dormers are considered to be modest additions to the roofslope that would be set down from the roof ridge and eaves to appear as a subordinate addition. The proposed rooflights to the front and rear roof slopes would be conservation style, flush with the roofslope.

Although the proposed 2 storey rear extension would be fairly large, it has been set in at 1st floor, and is considered to remain subordinate to the substantial 5 storey host building. It would be constructed of matching brick, with detailing and timber framed windows that would match the existing building. The rear windows would be sashes to match the existing and their size and positioning respects the existing fenestration pattern. The proposals are therefore considered to preserve the character and appearance of the host building and wider conservation area.

The proposal includes the installation of new side windows, but as they are at lower ground floor level, views between them and neighbouring properties would be blocked by the existing boundary walls and would not harm neighbouring privacy. The bulk of the extension at lower ground floor level would be lessened by the existing boundary walls, and the first floor level has been set in by an additional 800mm to reduce the impact on neighbouring outlook. There are no side windows at this level which would help to protect neighbouring privacy. The closest neighbouring property no.56 is located to the south of the site, and is therefore unlikely to experience a reduction in daylight levels as a result of the development.

As the development would result in a reduction in the number of flats, cycle parking would not be required. However, the new flats would be secured as car-free via S106 legal agreement as the site is located in an area of excellent accessibility by public transport (PTAL level 6a).

The development would result in the loss of 2 x Lime trees in the rear garden which are visible from West End Lane. However, the proposal includes the planting of 2 replacement semi-mature trees which the Council's Tree Officer has confirmed is acceptable.

One objection has been received and duly taken into account prior to making this decision. The planning history of the site and surrounding area and relevant appeal decisions were taken into account when coming to this decision. Considerable importance and weight has been attached to the harm and 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 (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, and CS14 of the London Borough of Camden Local Development

Framework Core Strategy, policies DP2, DP5, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies, as well as the London Plan 2016 and the National Planning Policy Framework 2012.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 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 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](mailto:CIL@Camden.gov.uk)

- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment)

Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.

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

Supporting Communities Directorate

**DRAFT**

**DECISION**





DATED 17 January 2016/7

(1) CHOICEPLACE PROPERTIES LIMITED

and

(2) THE ROYAL BANK OF SCOTLAND

and

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

**AGREEMENT**  
relating to land known as  
58 West End Lane, London NW6 2NE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962