

DATED 7th July 2008

(1) SPIRIT MANAGED PUBS LIMITED

and

(2) DEUTSCHE TRUSTEE COMPANY LIMITED

and

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

AGREEMENT IN COUNTERPART
relating to land known as
The Railway Hotel Public House, 100 West End Lane, West Hampstead NW6 2LU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel 020 7974 2463
Fax 020 7974 2962

CLS/COM/CJ/1431 1284

THIS AGREEMENT is made the 7th day of July 2008

BETWEEN

- 1 **SPIRIT MANAGED PUBS LIMITED** (Co Regn No 4269240) whose registered office is at Jubilee House Second Avenue Burton on Trent Staffs DE14 2WF (hereinafter called the Owner) of the first part
- 2 **DEUTSCHE TRUSTEE COMPANY LIMITED** (Co Regn No 338230) of Winchester House 1 Great Winchester Street London EC2N 2DB (hereinafter called the Mortgagee) of the second part
- 4 **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

WHEREAS

- 1 1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN251669 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 7 April 2008 and the Council resolved to grant permission conditionally under reference number 2008/0975/P subject to conclusion of this legal Agreement
- 1 4 The Council 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 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 7 The Mortgagee as Mortgagee under a legal charge registered under Title Number LN251669 and dated 25 November 2004 and a supplemental charge dated 21 March 2006 (hereinafter together called the Legal Charge) 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 'Affordable Housing low cost housing provided by a Registered Social Landlord or the Council to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market

2 3 Affordable Housing Contribution the sum of £65 000 (sixty five thousand pounds) 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 the event of receipt towards the provision of Affordable Housing in the London Borough of Camden

2 4 the Agreement this Planning Obligation made pursuant to Section 106 of the Act

- 2 5 the Application a planning application in respect of the development of the Property submitted to the Council and validated on 7 April 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/0975/P subject to conclusion of this Agreement
- 2 6 the Certificate of Practical Completion the final certificate certifying that the Development has been completed
- 2 7 the Construction Phase the whole period between
- (I) the Implementation Date and
 - (II) the date of issue of the Certificate of Practical Completion
- 2 8 the Construction Management Plan the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual
- 2 9 the Council's Considerate Contractor Manual the document produced by the Council from time to time relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2 10 the Development Change of use of accommodation ancillary to the public house (Class A4) over part basement first second and third floors to 14 self contained

flats (Class C3) comprising 9 x studios 2 x 1 bed 2 x 2 bed and 1 x 3 bed together with alterations at roof level including new fenestration and a second floor extension onto Broadhurst Gardens and creation of new disabled access ramp onto Broadhurst Gardens as shown on drawing numbers Drawing Issue Sheet Drawing No 103 / A 001 rev 04 A 010 rev 04 A 011 rev 04 A 012 rev 04 A 040 rev 04 A 050 rev 04 A 051 rev 04 A 052 rev 04 A 053 rev 04 A 054 rev 04 A 090 rev 04 A 100 rev 04 A 101 rev 04 A 102 rev 04 A 103 rev 04 A 104 rev 04 A 060 rev 04 A 200 rev 04 A 210 rev 04 A 070 rev 04 A 220 rev 04 A 230 rev 04 A 300 rev 04 A 310 rev 04 A 400 rev 04 XV 077 rev 3 A 061 rev 04 A 062 rev 04 A 071 rev 04 A 072 rev 04 A 200 rev 04 A 210 rev 04 A 220 rev 04 A 230 rev 04 A 300 rev 04 A 310 rev 04 Green Roof Info Oldroyd Manufacturer Details Affordable Housing Viability Assessment Energy Assessment 103/rev B EcoHomes Assessment 103/rev A Various Correspondence

2 11 the Education Contribution

the sum of £13 868 (thirteen thousand eight hundred and sixty eight pounds) 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 the event of receipt for the provision of education needs arising in the vicinity of the Development in the London Borough of Camden

2 12 the Highways Contribution'

the sum of £12 500 (twelve thousand five hundred pounds) 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 of works to

the public highway as follows (the Highways Works)

- (a) repaving the footway adjacent to the site on Broadhurst Gardens to the Council s boulevard standard for which an indicative drawing is annexed and marked Plan A and
- (b) any necessary measures on or to the highway in the immediate vicinity of the Property that the Council reasonably considers necessary as a consequence of the Development

all works will be subject to final measure 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

2 13 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 14 Lifetime Home Standards

the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled Meeting Part M and Designing Lifetime Homes (as amended from time to time) in order to provide accessible housing in the Development

- 2 15 Occupation Date ' the first date when any part of the Development is occupied (which for the avoidance of doubt shall not include occupation for purposes of fitting out the Development) and the phrases Occupy Occupied and Occupation shall be construed accordingly
- 2 16 the Open Space Contribution the sum of £12 692 (twelve thousand six hundred and ninety two pounds) to be paid to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of public open spaces in the vicinity of the Development
- 2 17 the Parties mean the Council the Owner and the Mortgagee
- 2 18 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 19 the Planning Permission a planning permission granted for the Development substantially in the draft form annexed hereto
- 2 20 the Property the land known as The Railway Hotel Public House 100 West End Lane West Hampstead NW6 2LU the same as shown edged in red on the plan marked Plan B annexed hereto

- 2 21 Registered Social Landlord a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure the units of Affordable Housing as accommodation for people nominated by the Council through its housing allocation scheme
- 2 22 the Renewable Energy Plan a plan based on *Integrating Renewable Energy into New Developments Toolkit for Planners Developers and Consultants* by London Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 10% by using renewable energy methods
- 2 23 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 24 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 25 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 based on an assessment under the Code for Sustainable Buildings achieving at least Level 3 and attaining at least 50% of the

credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

NOW THIS DEED WITNESSETH as follows

- 3 1 This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers
- 3 2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons
- 3 3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re enactment of such statute and any regulation or orders made under such statute
- 3 4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 3 5 It is hereby agreed between the Parties that save for the provisions of clauses 1 2 3 5 6 7 8 and 9 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

4 **OBLIGATIONS OF THE OWNER**

4 1 **EDUCATION CONTRIBUTION**

4 1 1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution in full

4 1 2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full

4 2 **OPEN SPACE CONTRIBUTION**

4 2 1 On or prior to the Implementation Date to pay to the Council the Open Space Contribution in full

4 2 2 Not to Implement or to permit Implementation until such time as the Council has received the Open Space Contribution in full

4 3 **HIGHWAYS CONTRIBUTION**

4 3 1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full

4 3 2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full

4 3 3 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 3 4 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 4 AFFORDABLE HOUSING CONTRIBUTION

4 4 1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full

4 4 2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full

4 5 CONSTRUCTION MANAGEMENT PLAN

4 5 1 On or prior to Implementation to provide the Council for approval the Construction Management Plan

4 5 2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect such approval not to be unreaonably withheld or delayed

4 5 3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required by the Council to remedy such non compliance

4 6 SUSTAINABILITY PLAN

4 6 1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan

4 6 2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect such approval not to be unreaonably withheld or delayed

4 6 3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development

4 6 4 Following the Occupation Date the Owner shall not (unless otherwise agreed by the Council in writing) 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan

4 7 RENEWABLE ENERGY PLAN

4 7 1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan

4 7 2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect

4 7 3 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 operated in strict accordance with the Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan

4 8 LIFETIME HOME STANDARDS

4 8 1 Not to Implement nor permit Implementation until it has submitted to the Council plans for the proposed Development showing all Residential Units designed to Lifetime Homes Standards and the Council has approved the plans as demonstrated by written notice to that effect

4 8 2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4 8 1 of this Agreement

4 8 3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that in its reasonable opinion all of the Residential Units have been built out to Lifetime Homes Standards as approved

4 9 CAR FREE

4 9 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 9 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

5 OBLIGATIONS OF THE COUNCIL

5 1 In the event of the Financial Contributions not being utilised in whole or in part for the purpose for which they were paid within five years of the date of Occupation then the Council will refund the whole of the Financial Contributions or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect

6 NOTICE TO THE COUNCIL/OTHER MATTERS

6 1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place

6 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 planning reference 2008/0975/P the date upon which the residential units forming the Development are ready for occupation

6 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

- 6.4 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 jointly and severally 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
- 6.5 Payment of the Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZM455ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08 90 33 and London Borough of Camden General Account No 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft
- 6.6 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
- 6.7 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 AIIRP) figure last published by the Central Statistical Office at the date hereof is the

denominator (X) and the last AllRP figure published before the date such payment or application is made (Y) less the last published AllRP figure at the date hereof (X) is the numerator so that

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

6 8 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

7 **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that

7 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 Forward Planning and Projects Team Planning Division Environment Department Town Hall Annex Argyle Street London WC1H 9LP quoting the planning reference number 2008/0975/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

7 2 This Agreement shall be registered as a Local Land Charge

7 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

7 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

7 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

7 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

7 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

7 8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

8 MORTGAGEE EXEMPTION

8 1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6 4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property

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
SPIRIT MANAGED PUBS LIMITED

~~in the presence of~~ through its duly
~~acting by a Director and its Secretary~~
~~or by two Directors~~ authorized attorney
Neil Martin acting under the
Power of Attorney dated 24th August 2007



~~in the presence of~~ in Kirkland
~~Director~~

Marlene Kirkland
Jubilee House
Second Avenue
Burton upon Trent
Staffs DE14 2WF
Legal Assistant

~~Director/Secretary~~

~~EXECUTED AS A DEED
by DEUTSCHE TRUSTEE COMPANY
LIMITED by
in the presence of -~~

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

~~Authorised Signatory~~

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)
SPIRIT MANAGED PUBS LIMITED)
in the presence of)
acting by a Director and its Secretary)
or by two Directors)

Director

Director/Secretary

EXECUTED AS A DEED)
by DEUTSCHE TRUSTEE COMPANY)
LIMITED by)
in the presence of)

Jenni Oyle

[Signature]



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

Authorised Signatory

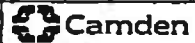
"Plan A"



WEST END LANE

BROADHURST GARDENS

100



Camden
 Engineering Service
 London Borough of Camden
 3000 Highgate Road
 London N1C 1AA
 Tel: 020 747 6652
 Fax: 020 747 6652
 Website: 020 747 6652



INVESTOR PEOPLE

Project
 100 West End Lane

Drawing Title
 S106 Estimate
 Approximate extent of repaving

Rev	By	Date	Description

Scale Not to scale	Date M Y 2008
Drawn by EA	Checked OU
Drawing Location	Drawing Number

"Plan B"

100 West End Lane West Hampstead NW6 2LU



Parritt Leng
5 Chance Street
LONDON
E1 6JT

Application Ref 2008/0975/P

01 July 2008

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address
100 West End Lane
London
NW6 2LU

PROPOSAL

DECISION
Change of use of accommodation ancillary to the public house (Class A4) over part basement part first second and third floors to 14 self contained flats (Class C3) comprising 9x studios 2x 1 bed 2x 2 bed and 1x 3 bed together with alterations at roof level including new fenestration to provide additional accommodation at roof level a second floor extension onto Broadhurst Gardens and creation of new disabled access ramp onto Broadhurst Gardens

Drawing Nos 103/A010Rev04 103/A040Rev04 103/A050Rev04, 103/A051Rev04
103/A052Rev04, 103/A053Rev04 103/A054Rev04 103/A060Rev04 103/A061Rev04
103/A062Rev04 103/A070Rev04, 103/A071Rev04 103/A072Rev04 103/A090Rev04
103/A100Rev04, 103/A101Rev04, 103/A102Rev04 103/A103Rev04 103/A104Rev04
103/A200Rev04 103/A210Rev04 103/A220Rev04 103/A230Rev04 103/A300Rev04
103/A310Rev04 XV 077Rev3 Affordable Housing Viability Assessment 103/RevA Energy
Assessment 103/rev B, EcoHomes Assessment 103/Rev A Green Roof information

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 policies S1/ S2 B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 3 Before the development commences details of the proposed cycle storage area for 14 cycles shall be submitted to and approved by the Council. The approved facility shall be provided in its entirety prior to the first occupation of any of the new residential units and permanently maintained and retained as such thereafter

Reason To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 4 Details of the sedum roofs including species, planting density substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof and a programme for a scheme of maintenance shall be submitted to and approved by the Council prior to the commencement of works. Thereafter the green roof shall be fully provided in accordance with the approved details and permanently retained and maintained in accordance with the approved scheme of maintenance

Reason To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies SD9 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and design advice in the Council's Supplementary Planning Guidance

- 5 Before the development commences details of the location design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall be provided prior to the first occupation of any of the new residential units and permanently maintained and

retained as such thereafter

Reason To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6 SD7B SD8, Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 6 Before the commencement of development details of sound insulation between the floors ceilings and walls of the public house and the adjoining residential accommodation shall be submitted to and approved by the Council and the approved insulation shall be fully provided in accordance with the approved details prior to the first occupation of any of the new residential units

Reason To safeguard the amenities of the residents of the building in accordance with the requirements of policies SD6 SD7 and SD8 of the London Borough of Camden Replacement Unitary Development Plan 2006

DRAFT

Informative(s)

- 1 Reasons for granting permission

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006 with particular regard to policies S1 S2 S3 SD1 SD2 SD3, SD4 SD6 SD7 SD8 SD9, SD12 H1 H7 H8 B1 B3 B7 N4 N5, T1, T2 T3 T7 T8 T9 and T12 For a more detailed understanding of the reasons for the granting of this planning permission please refer to the officers report.

- 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 Councils 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 Councils Environmental Health Service, Camden Town Hall Argyle Street WC1H 8EQ (Tel No 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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 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
- 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 Sites Team Urban Design and Regeneration

- 6 You are reminded that Exeter Mews is a private road and as such relevant permission(s) should be sought and acquired from the owner(s) where access is required to Exeter Mews
- 7 You are advised that the Council encourages all new housing developments to meet the Secure by Design guidelines and welcomes any measures that can be introduced to facilitate this (www.securedbydesign.com) You are advised to consult the Crime Prevention Design Advisor (tel 020 8733 6324)

Yours faithfully

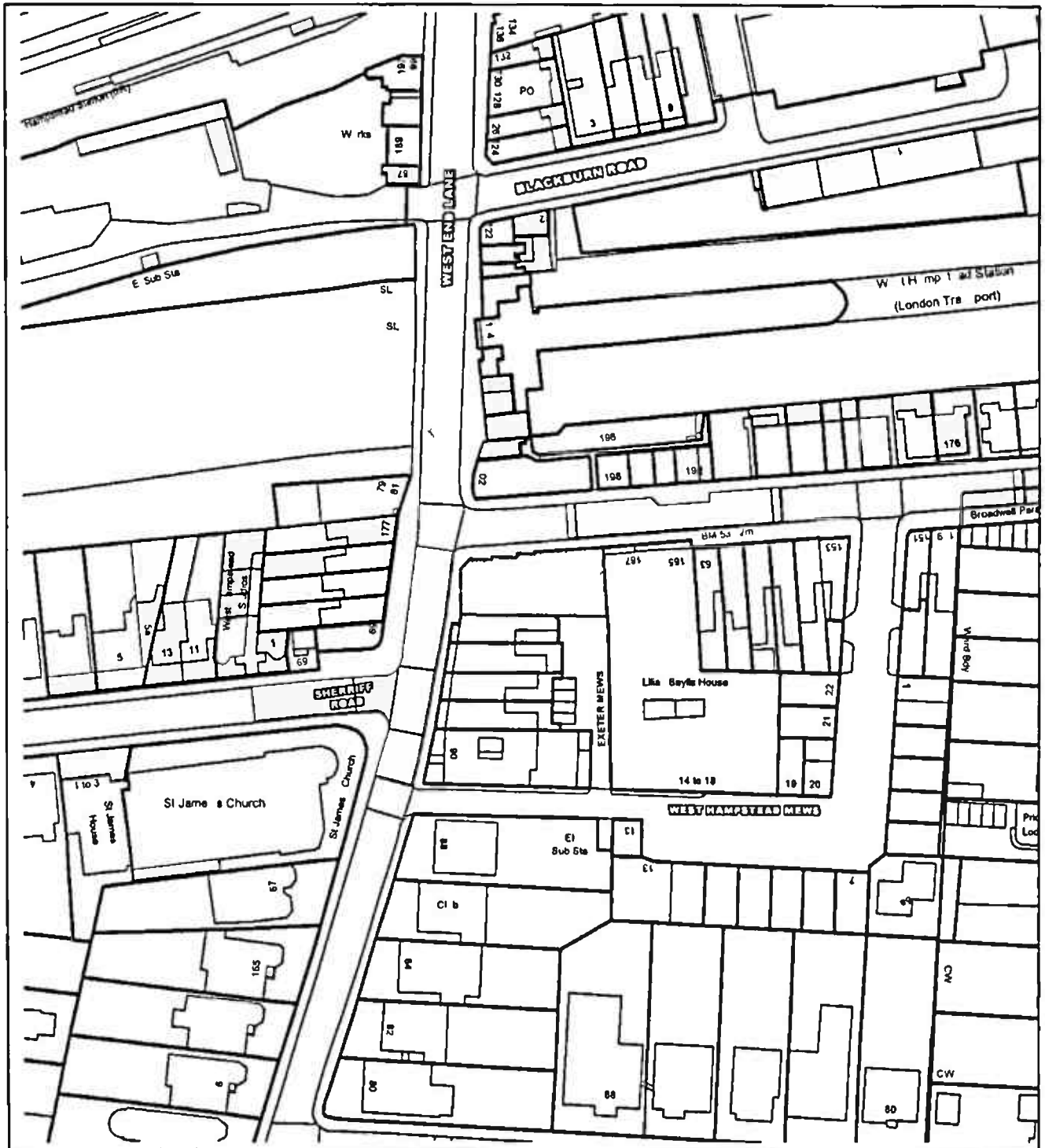
DRAFT

Culture and Environment Directorate

DECISION

"Plan B"

100 West End Lane
West Hampstead NW6 2LU



DATED 7th July 2008

(1) SPIRIT MANAGED PUBS LIMITED

and

(2) DEUTSCHE TRUSTEE COMPANY LIMITED

and

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

AGREEMENT

relating to land known as

The Railway Hotel Public House, 100 West End Lane, West Hampstead NW6 2LU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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