

DATED

8 June

2017

(1) CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE
SAMUEL GRASSE and WEST END AND CITY HOLDINGS LIMITED

and

(2) CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE
SAMUEL GRASSE

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
FLAT 1 125 WEST END LANE
LONDON NW6 2PB
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918

Fax: 020 7974 2962

1781.511 (2015/5710/P)

THIS AGREEMENT is made the 8th day of June 2017

BETWEEN:

1. **CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE, SAMUEL GRASSE** all of 16 Hollycroft Avenue London NW3 7QL and **WEST END AND CITY HOLDINGS LIMITED** (Co. Regn. No. 04755261) whose registered address is at No 3 Hampstead West, 224 Iverson Road, London, NW6 2HX (hereinafter called "the Freeholder") of the first part
2. **CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE, SAMUEL GRASSE** of all 16 Hollycroft Avenue London NW3 7QL (hereinafter called "the Leaseholder") of the second part
3. **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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN114690.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL435917.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "**the Owner**".
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 8 October 2015 and the Council resolved to grant

permission conditionally under reference number 2015/5710/P subject to the conclusion of this legal Agreement.

- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" change of use of the Property from doctor's surgery (D1 use) to 1 x 3-bedroom self-contained residential unit (C3 use) as shown on drawing numbers:- 15-114-101A3, 15-114-201A3, 15-114-203A3, site location plan, planning statement, design and access statement and cycle parking details dated 27/11/2015
- 2.4 "the Highways Contribution" the sum of £5,000 (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 for the carrying out of works to the public highway

and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) repaving and reinstatement of the footways, and repairing any damage caused to the public highway adjacent to the site on West End Road and Cotleigh Road;
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development; and

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

2.5 "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

2.6 "the Level Plans"

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

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 and the Owner

- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8 October 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5710/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 Flat 1, 125 West End Lane London NW6 2PB the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.14 "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

- 2.15 "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

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 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4. OBLIGATIONS OF THE OWNER

4.1. **CAR FREE**

4.1.1. To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:

- (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.

4.1.2. Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential 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).

4.1.3. 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.

4.1.4. 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 4.1.1 and 4.1.2 of this Agreement.

4.2. HIGHWAYS AND STREETWORKS CONTRIBUTION

- 4.2.1. On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2. On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3. Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4. Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5. The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6. 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.
- 4.2.7. 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.
- 4.2.8. If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

6.1 hereof quoting the Planning Permission reference 2015/5710/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 2015/5710/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4.2 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 Planning Reference 2015/5710/P or by

Electronic Transfer directly to the National Westminster Bank of Hampstead Village, London quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 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.

5.7 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.

5.8 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 AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.9 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.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the

clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/5710/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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

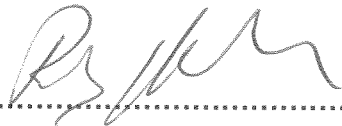
9. **INDEMNITY**

9.1 The Leaseholder hereby covenants with the Freeholder to observe and perform the obligations on the part of the Owner herein contained and to indemnify the Freeholder and their successors in title and estates from and against all costs, claims, charges, expenses, demands and liabilities howsoever incurred by the Freeholder arising out of this Agreement for breach, non-observance or non-performance of the provisions herein.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
CAROLYN JANE MUIR GRASSE
in the presence of:**

)
)
)



.....
Witness Signature

Witness Name: MRS ROBYN HORSEFALL

Address: SS SPAREGAZE HILL, LOUGHTON, ESSEX, IG10 1BT

Occupation: RETIRED

EXECUTED AS A DEED BY
NICHOLAS GRASSE
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: IAN WILLIAM FIDDES

Address: 2 Helton Law Cottages, Louisa

Occupation: TD15 2UL

Retired

EXECUTED AS A DEED BY
SAMUEL GRASSE
in the presence of:

)
)
)



.....
Witness Signature

Witness Name:

Spyridon Leoussis
Solicitor of the Senior Courts of
England and Wales

Address:

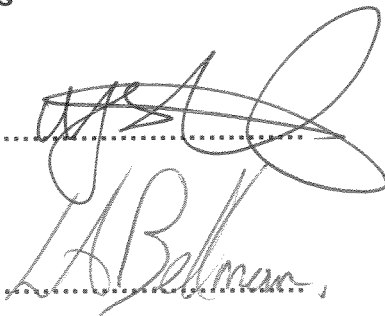
NWL SOLICITORS
9 HAMPSTEAD WEST, 224 IVERSON ROAD
LONDON N15 2HL
TEL: 020 7323 2029 FAX: 020 7625 2844
DX: 53656 WEST HAMPSTEAD

Occupation:

EXECUTED AS A DEED BY
WEST END AND CITY HOLDINGS LIMITED
was hereunto affixed
in the presence of:-/
acting by a Director and its Secretary
or by two Directors

)
)
)
)
)
)

.....
Director



.....
Director/Secretary

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

[Handwritten Signature]
.....

Authorised Signatory



125 West End Lane, London NW6 2PB



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Mr Sean Conrad
239 Mitcham Road
London
SW17 9JG

Application Ref: **2015/5710/P**

19 May 2017

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:
125 West End Lane
London
NW6 2PB

DECISION
Proposal:
Change of use from doctor's surgery (D1 use) to 1 x 3-bedroom self-contained residential unit (C3 use).
Drawing Nos: 15-114-101A3, 15-114-201A3, 15-114-203A3, site location plan, planning statement, design and access statement and cycle parking details dated 27/11/2015.

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 The development hereby permitted shall be carried out in accordance with the following approved plans: 15-114-101A3, 15-114-201A3, 15-114-203A3, site location plan, planning statement, design and access statement and cycle parking details dated 27/11/2015.

Reason:

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

Informative(s):

- 1 Reasons for granting permission:

This application seeks permission to change the use of the existing doctor's surgery to a 3 x bedroom residential unit. Policy DP15 seeks to protect existing community facilities by resisting their loss unless a replacement facility that meets the needs of the local population is provided or the specific community facility is no longer required. The doctor's surgery ceased use on 02/02/2015 and evidence has been provided demonstrating that NHS England has already dispersed the patient list due to the inadequate standard of services provided. Marketing information suggests that the property is not currently marketable as a commercial premise due its condition and location. Therefore, the loss of an existing community facility in this instance is considered acceptable as it would not result in a shortfall in provision for this specific community use. Furthermore, the creation of a new residential unit would be acceptable as new dwellings are set out as the priority land use in the Local Development Framework.

The new residential unit would exceed both Camden and London Plan standards in terms of its gross internal floor area, bedroom sizes and ceiling heights. The unit would receive adequate levels of daylight, with each room benefitting from at least one window. The ground floor flat would have level access from the street and throughout the property. A small area of private outdoor amenity space would be provided in the form of the existing courtyard, as well as the existing front garden. These are considered acceptable given the constraints of the site. Overall, the standard of residential accommodation is considered acceptable. There would be no external alterations to the property and the development is therefore not considered to cause harm to the character and appearance of the host property or the wider, the surrounding residential area or the wider conservation area.

The site benefits from a Public Transport Accessibility Level (PTAL) rating of 6a which indicates an excellent level of accessibility by public transport. The development will therefore be secured car-free and the existing doctor's and disabled parking spaces removed via S106 agreement. Furthermore, two cycle

parking spaces will be provided, in accordance with Camden and London Plan requirements. Existing refuse arrangements will be retained, with storage for 2 x 240 litre wheelie bins to the front of the property.

Due to the nature of the proposal, it is not considered to cause undue harm to the amenity of neighbouring properties in terms of access to daylight, sense of enclosure or privacy. There would be no external alterations, and the proposed use as a residential property is likely to result in less trip generations and disturbance to neighbours than the current use as a doctor's surgery.

One objection and two comments have been received and 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 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, CS10, CS14 and CS16 of the London Borough of Camden Local Development Framework Core Strategy, policies DP2, DP5, DP15, DP16, DP17, DP18, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies, policies 3.5, 7.4, 7.6 and 7.8 of the London Plan Consolidated with Alteration 2015; and paragraphs 14, 17, 47, 49, 50, 56-66 and 126-141 of the National Planning Policy Framework.

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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).
- 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

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 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.
- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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



DATED

8 June

2017

**(1) CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE
SAMUEL GRASSE and WEST END AND CITY HOLDINGS LIMITED**

and

**(2) CAROLYN JANE MUIR GRASSE, NICHOLAS GRASSE
SAMUEL GRASSE**

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

A G R E E M E N T
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FLAT 1 125 WEST END LANE
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Act 1990 (as amended)

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