

DATED 15 June

2017

**(1) KILBURN PROPERTY INVESTORS LIMITED**

and

**(2) ALDERMORE BANK PLC**

and

**(3) IRON BRIDGE FINANCE 1 LLP**

and

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

**A G R E E M E N T**

relating to land known as

**286-290 Kilburn High Road, London, NW6 2DB**

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and

Section 278 of the Highways Act 1980

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

CLS/COM/SEA/1800.311  
FINAL



THIS AGREEMENT is made the 15<sup>th</sup> day of June 2017

**B E T W E E N:**

- i. **KILBURN PROPERTY INVESTORS LIMITED** (Co. Regn. No. 10003578) whose registered office is at 7 Carronade Court, Eden Grove, London, England, N7 8EP (hereinafter called "the Owner") of the first part
- ii. **ALDERMORE BANK PLC** (Co. Regn. No. 00947662) of 1<sup>st</sup> Floor, Block B, Western House Lynch Wood, Peterborough, PE2 6FZ (hereinafter called "the First Mortgagee") of the second part
- iii. **IRON BRIDGE FINANCE 1 LLP** (Co. Regn. No. OC404681) of 2<sup>nd</sup> Floor Gadd House, Arcadia Avenue, London, United Kingdom, N3 2JU (hereinafter called "the Second Mortgagee") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 Numbers LN81805 and LN74298, both subject to a charge to the First and Second Mortgagees.
- 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 April 2017 and the Council resolved to grant permission conditionally under reference number 2017/2125/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General

Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 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 First Mortgagee as mortgagee under legal charges registered under Title Numbers LN81805 and LN74298, both dated 29 March 2016, is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Second Mortgagee as mortgagee under legal charges registered under Title Numbers LN81805 and LN74298, both dated 29 March 2016, is willing to enter into this Agreement to give its consent to the same.
- 1.8 The First Mortgagee and the Second Mortgagee will hereinafter be jointly referred to as "**the Mortgagee**").

## 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 rear extensions at 1 <sup>st</sup> and 2 <sup>nd</sup> floor levels to increase the size of 4x flats (previously approved under planning reference 2015/4791/P) to provide 1 x 1 bedroom unit and 3 x 2 bedroom units, including alterations to the rear fenestration and shopfront alterations as |

shown on drawing numbers 0S, EX.01, EX.02, EX.03, EX.04, EX.05, EX.06, PN.01, PN.02, PN.03, 5431 - P.01, 5431 - P.02, 5431 - P.03, 5431 - P.04, 5431 - P.05, 5431 - P.06, 5431 - P.07, Two tier Information sheets 1 to 5, Design & Access Statement dated 23/2/2017, photographs of completed flats and planning statement dated 12 April 2017

- 2.4 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 12 April 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2125/P subject to conclusion of this Agreement
- 2.8 "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

- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 286-190 Kilburn High Road, London, NW6 2DB the same as shown shaded grey on the plan annexed hereto
- 2.11 "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
- 2.12 "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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011. This Agreement 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:-

- 4.1 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.

- 4.2 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.
- 4.3 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 Development 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 reference 2017/2125/P the date upon which the Development will be 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 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.
- 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 2017/2125/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, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Cultural and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2017/2125/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 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 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.

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  
KILBURN PROPERTY INVESTORS LIMITED )  
~~was hereunto affixed~~ )  
in the presence of:-/ )  
~~acting by a Director and its Secretary~~ )  
~~or by two Directors~~ )



.....  


~~Director~~

Spyridon Leoussis  
Solicitor of the Senior Courts of  
England and Wales

.....  
~~Director/Secretary~~

NWL SOLICITORS  
9 HAMPSTEAD WEST, 204 IVERSON ROAD  
LONDON NW6 2HL  
TEL: 020 7625 2829 FAX: 020 7625 2844  
DX: 59865 W1ECT HAMPSTEAD

CONTINUATION OF AGREEMENT IN RELATION TO 286-290 KILBURN HIGH ROAD

EXECUTED as a Deed )  
By *John Crowville* )  
as attorney for and on behalf of )  
ALDERMORE BANK PLC pursuant to )  
a power of attorney dated 5 October 2016 )  
in the presence of: )

*[Handwritten mark]*

*[Handwritten signature]*  
.....

**Witness Signature**

**Witness Name** *SHANVCE STANFORD*

**Witness Address** ALDERMORE BANK PLC

BLOCK B  
WESTERN HOUSE  
LYNCHWOOD  
PETERBOROUGH  
PE2 6FZ

EXECUTED as a Deed )  
By IRON BRIDGE FINANCE 1 LLP )  
By )  
in the presence of: )

*[Handwritten signature]*

*[Handwritten signature]*  
.....

*San Diacony*

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

*[Handwritten signature]*  
.....

**Authorised Signatory**



# NORTHGATE SE GIS Print Template





Iceni Projects  
Flitcroft House  
114-116 Charing Cross Road  
London  
WC2H 0JR

Application Ref: **2017/2125/P**

05 June 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:  
**286-290 Kilburn High Road**  
**London**  
**NW6 2DB**

Proposal:

**DECISION**  
Erection of rear extensions at 1st & 2nd floor levels to increase the size of 4 x flats (previously approved under ref: 2015/4791/P) to provide 1 x 1 bedroom unit and 3 x 2 bedroom units; alterations to rear fenestration; and shopfront alterations.

Drawing Nos: 0S, EX.01, EX.02, EX.03, EX.04, EX.05, EX.06, PN.01, PN.02, PN.03, 5431 - P.01, 5431 - P.02, 5431 - P.03, 5431 - P.04, 5431 - P.05, 5431 - P.06, 5431 - P.07, Two tier Information sheets 1 to 5, Design & Access Statement dated 23/2/2017, photographs of completed flats and planning statement dated 12 April 2017.

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, policy DP24 of the London Borough of Camden Local Development Framework Development Policies and Policy D1 of the Camden Local Plan Submission Draft 2016.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: PN.02, 5431 - P.01, 5431 - P.02, 5431 - P.03, 5431 - P.04, 5431 - P.05, 5431 - P.06, Two tier Information sheets 1 to 5

Reason:

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

- 4 The proposed side window facing 292 Kilburn High Road shall be obscure glazed and fixed shut up to 1.7m above floor level and permanently retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy, policy DP26 of the London Borough of Camden Local Development Framework Development Policies and Policy A1 of the Camden Local Plan Submission Draft 2016.

- 5 Cycle parking for 20 x bicycles as shown on approved drawing no. 5431 - P.01 and Two tier Information sheets 1 to 5, shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policy DP17 of the London Borough of Camden Local Development Framework Development Policies and Policy T1 of the Camden Local Plan Submission Draft 2016.

Informative(s):

- 1 Prior approval was previously granted for the change of use from offices to 16 flats; 9 flats of which are ready for occupation. Residential use is therefore considered to have been established. This application seeks permission for the erection of a 2



storey rear extension to increase the floor space and improve the standard of 4 flats. The development would provide 3 x 2 bed flats and 1 x 1 bed flat in accordance with the Dwelling Size Priority Table accompanying Policy DP5, which identifies 2 bed flats as very high priority and seeks to provide at least 40% of new units as 2 beds.

The 1st floor flats are acceptable. Although they are single aspect, they feature large rooflights, outside amenity space, and exceed the minimum gross internal floor area (GIA) for a 2 bed flat. The 2nd floor flats are acceptable in terms of layout, outlook and light levels. The 1 bed would exceed the minimum GIA but the 2 bed unit would be slightly below standard. However, both bedrooms would comply with London Plan Standards and outside amenity space is provided. On balance, the proposed units are considered acceptable.

The existing shopfronts are not considered to be high quality nor retain any historic architectural details which the Council would be minded to preserve. At present, they feature overly large fascia signs, and the proposal to reduce these and unify the size of the fascias is welcomed by the Council.

To the rear, the building features a full width, full depth ground floor extension, with piecemeal development at 1st & 2nd floor. The proposed extension at 1st floor would cover the same width and depth as the ground floor. The 2 balconies would provide a visual break and reduce the bulk of the extension. Although the extensions would be fairly large, they are set down one full storey below the eaves in accordance with Camden's design guidance, and the use of setbacks and balconies helps to break up the mass of the development. On balance, the extensions are considered to enhance the character and appearance of the host building.

3 outrigger extensions are proposed at 2nd floor with inset balconies between them. This would continue the pattern of half width outriggers at this level and is considered to improve the appearance of the host building and wider terrace. The use of matching brickwork and timber-framed sash windows and doors would respect the original architectural style and would be an improvement on the existing untidy appearance to the rear.

Most windows are rear-facing which would preserve the privacy of neighbouring occupants. 2 small side windows facing no.292 would be obscured. No. 284 is unlikely to be affected by the additional extensions in terms of privacy, outlook or daylight as they would not project beyond the existing extension at 2nd floor. There may be a minor effect on daylight reaching no.292; however, this building is non-residential and therefore impacts to daylight/sunlight are considered to be of less significance than if it were residential. Cycle parking for 20 cycles would be provided in accordance with Camden's guidance. The 4 new flats would also be secured as car-free via legal agreement.

1 objection has been received and duly taken into account prior to making this decision. The planning history of the site and surrounding area were taken into account when coming to this decision. The application building is not listed, nor is it located within a conservation area.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, policies DP2, DP5, DP17, DP18, DP19, DP24, and DP26 of the London Borough of Camden Local Development Framework Development Policies, and policies H1, H6, A1, D1, T1 and T2 of the Camden Local Plan Submission Draft 2016. The proposed development also accords with The London Plan March 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 The Inspector's report on the Local Plan was published on 15 May 2017 and concludes that the plan is 'sound' subject to modifications being made to the Plan. While the determination of planning applications should continue to be made in accordance with the existing development plan until formal adoption, substantial weight may now be attached to the relevant policies of the emerging plan as a material consideration following publication of the Inspector's report, subject to any relevant recommended modifications in the Inspector's report.
- 6 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.
- 7 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.
- 8 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.

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

15 June

2017

**(1) KILBURN PROPERTY INVESTORS LIMITED**

and

**(2) ALDERMORE BANK PLC**

and

**(3) IRON BRIDGE FINANCE 1 LLP**

and

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

**A G R E E M E N T**

relating to land known as

286-290 Kilburn High Road, London, NW6 2DB

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and

Section 278 of the Highways Act 1980

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