

DATED

28 June

2017

(1) FOO KIEN CHONG

and

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

A G R E E M E N T

relating to land known as

177 York Way London N7 9LN

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; and

Section 1(1) of the Localism Act 2011

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

CLS/COM/ESA/1800.243
S106 FINAL

THIS AGREEMENT is made the 28th day of June 2017

B E T W E E N:

- i. **FOO KIEN CHONG** of 177 York Way, London N7 9LN (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 418417.
- 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 3 January 2017 and the Council resolved to grant permission conditionally under reference number 2016/7099/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" demolition and reconstruction of rear closet wing extension, works of conversion from one self-contained flat and creation of 3x 1bed self-contained flats at 1st and 2nd floor levels; including the change of use of rear ground floor room from (hot food take-away Use Class A5) to ancillary C3 floorspace; fenestration works including provision of French door and Juliette Balcony, two rooflights to main valley roof plus two grilles to front pavement lightwell on York Way as shown on drawing numbers:- Location plan; Existing - 177YW-EX-01; 177YW-EX-02; 177YW-EX-03; 177YW-EX-04; 177YW-EX-DEM-01 RevA; 177YW-EX-DEM-02; 177YW-EX-DEM-03 RevA; 177YW-EX-DEM-04 RevA; Proposed / 177YW-PR-01RevA; 177YW-PR-02A; 177YW-PR-03A; 177YW-PR-04RevB; 177YW-PR-05 RevA; 177YW-PR-06RevB; Design & Access Statement, rev A February 2017; Dwelling mix justification, 10th February 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 "the Nominated Units" Flat B and Flat C located on the Property as shown attached labelled Flat B (coloured purple) and Flat C (coloured blue)
- 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 and the Owner
- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3 January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2016/7099/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 177 York Way London N7 9LN 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 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 and 7 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 Nominated Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 Car Free
- 4.1.1 To ensure that prior to occupying any Nominated Units (being part of the Development) each new occupier of the Nominated Units 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 Nominated Units (being part of the Development) at any time during which the occupier of the Nominated Units

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 4.1.1 and 4.1.2 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 Nominated Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those Nominated 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.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/7099/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/7099/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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/7099/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner 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. **RIGHTS OF THIRD PARTIES**

7.1 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 have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
FOO KIEN CHONG
in the presence of:**

)
)
)



.....
Witness Signature

Witness Name

Address

Occupation

Jonathan Daniels
Partner
Comptons Solicitors LLP
90-92 Parkway
Regents Park
London NW1 7AN

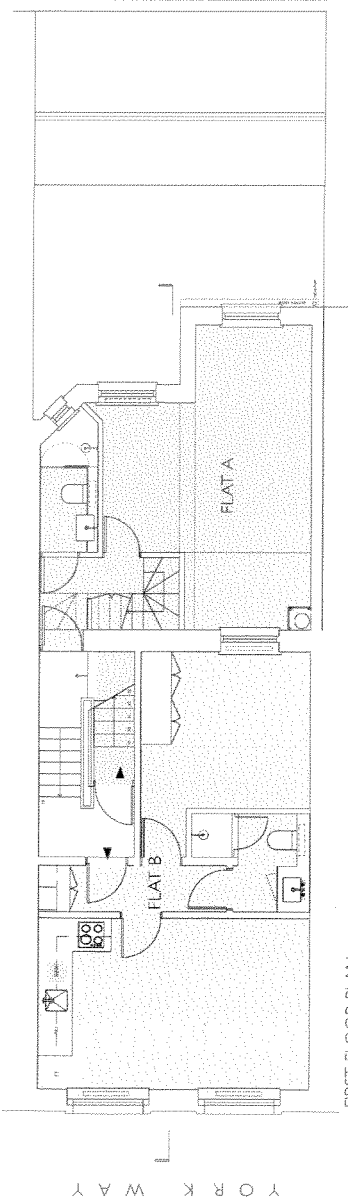
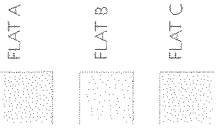
**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-**

R. Alexander

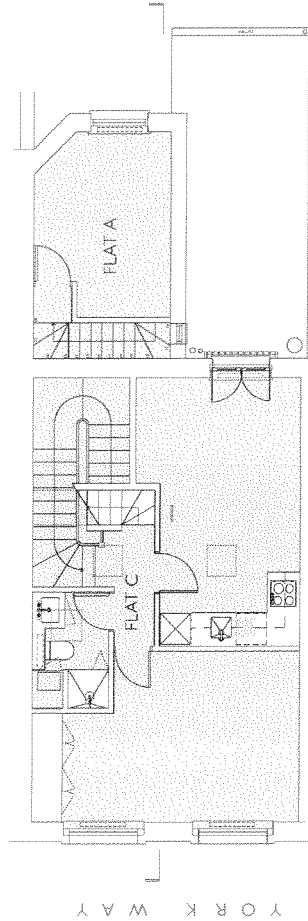
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Authorised Signatory



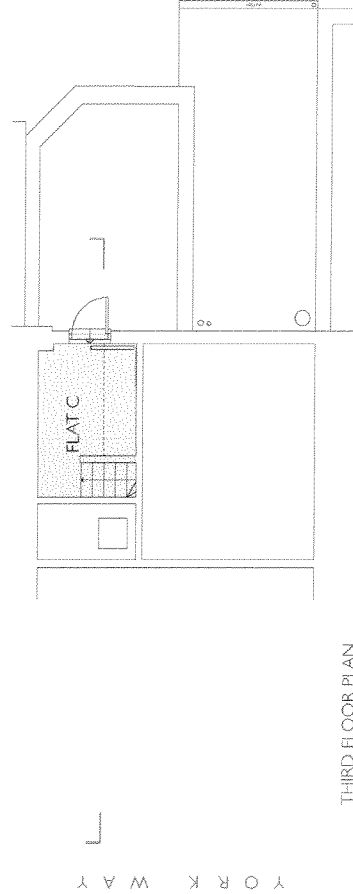




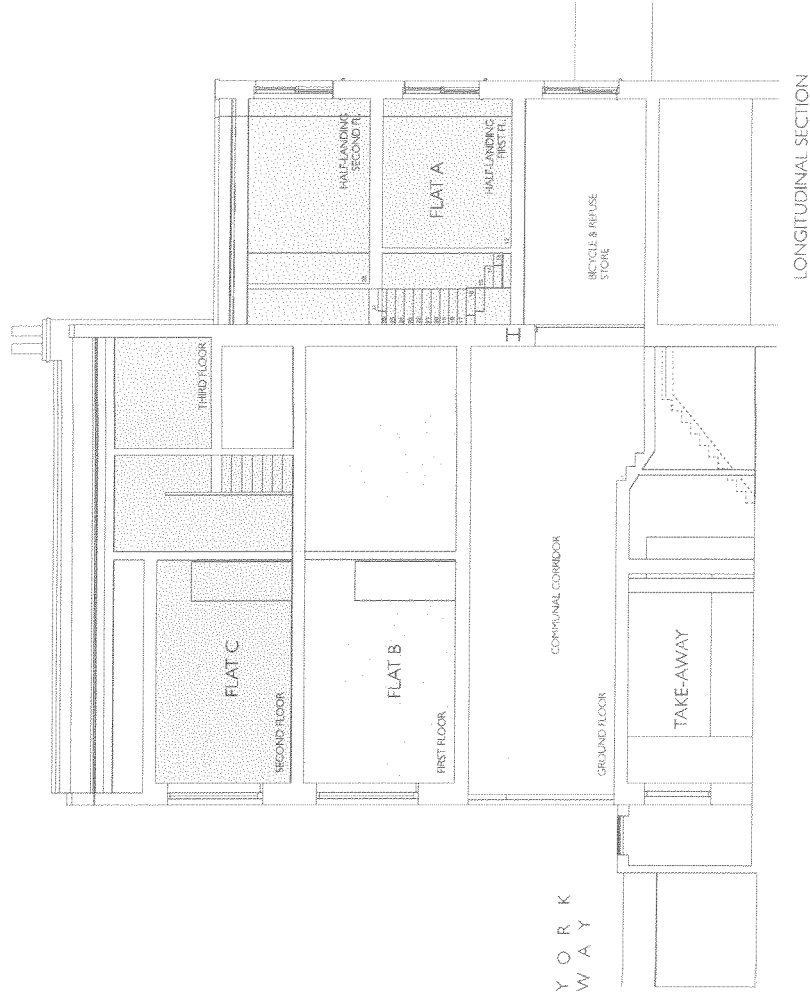
FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN



LONGITUDINAL SECTION



ARTIA GOLESTANI ARCHITECTURE LTD
 Registered Architect T:07961 820 297 E:info@artia.me

STATUS: PLANNING
 SCALE: 1:100 @ A3
 DRAWN BY: AG
 DATE: 30 MAY 2017

NUMBERING OF RESIDENTIAL UNITS
 177 YORK WAY, LONDON N7 9LN
 177YWA/NUM-01





Artia Golestani Architecture Ltd
First floor,
27 South Villas
Camden Square
London
NW1 9BT

Application Ref: **2016/7099/P**

09 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:
177 York Way
London
N7 9LN

DECISION
Proposal:
Demolition and reconstruction of rear closet wing extension, works of conversion from one self-contained flat and creation of 3x 1bed self-contained flats at 1st and 2nd floor levels; including the change of use of rear ground floor room from (hot food take-away Use Class A5) to ancillary C3 floorspace; fenestration works including provision of French door and Juliette Balcony, two rooflights to main valley roof plus two grilles to front pavement lightwell on York Way.

Drawing Nos: Location plan; Existing - 177YW-EX-01; 177YW-EX-02; 177YW-EX-03; 177YW-EX-04; 177YW-EX-DEM-01 RevA; 177YW-EX-DEM-02; 177YW-EX-DEM-03 RevA; 177YW-EX-DEM-04 RevA; Proposed / 177YW-PR-01RevA; 177YW-PR-02A; 177YW-PR-03A; 177YW-PR-04RevB; 177YW-PR-05 RevA; 177YW-PR-06RevB; Design & Access Statement, rev A February 2017; Dwelling mix justification, 10th February 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 and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans [Location plan; Existing - 177YW-EX-01; 177YW-EX-02; 177YW-EX-03; 177YW-EX-04; 177YW-EX-DEM-01 RevA; 177YW-EX-DEM-02; 177YW-EX-DEM-03 RevA; 177YW-EX-DEM-04 RevA; Proposed / 177YW-PR-01RevA; 177YW-PR-02A; 177YW-PR-03A; 177YW-PR-04RevB; 177YW-PR-05 RevA; 177YW-PR-06RevB; Design & Access Statement, rev A February 2017; Dwelling mix justification, 10th February 2017.]

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

- 4 The 3x cycle spaces hereby approved and shown on the ground floor plan shall be provided in their entirety prior to the first occupation of the development, and permanently maintained and 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 and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

Informative(s):

1 Reasons for granting permission:

The existing building comprises 1x 3xbed maisonette at 1st to 3rd floor levels with a takeaway at ground floor level. The proposal would create 3x residential units (3x1bed) in total. Policies DP2 and CS6 seek to protect a range of housing sizes and types by resisting development that would involve the net loss of two or more homes. In this instance, the proposal would not result in any net loss of residential unit. The units' sizes are 38.4, 37.4 and 54.3sqm and they are below the minimum national residential space standards; but are of a size sufficiently large to provide a reasonable standard of accommodation. As such, the proposal is not policy compliant in terms of unit sizes. In this instance however, the applicant has submitted supporting justification to support the proposal for larger flats, which was not achievable in this instance. Although 1 less unit with a larger overall floorspace would have been preferred, it is considered that in this instance, the new units are acceptable in amenities and layout. Suitable cycle storage space at ground floor level for 3x cycles is provided and is policy compliant; also acceptable refuse storage space is provided at ground floor level. There is no objection to the loss of A5 floorspace at the ground floor level for cycle storage. The applicant has provided evidence to confirm an existing residential parking permit at the application address; and this will continue with Flat A. On this basis, as 2x units are likely to result in additional traffic generation and the applicant has agreed to enter into 'carfree' housing arrangement.

The proposal was revised to omit pavement grills and replacement sash windows at the front basement floor level. With the exception of the parapet element, the proposed 2nd floor extension would mirror the design, depth and the height of the buildings within the terrace group; and comprise matching brick and painted timber sash windows. The proposed extension in terms of design, scale and proportions and materials would be subordinate to the host building and harmonise with the characteristic 3-storey closet wings and is considered acceptable. At 1-storey below the roof eaves, the proposed extension would be CPG1 compliant; and would not harm the appearance of the host building or impact negatively on the character and appearance of the conservation area. The fenestration alterations of Juliette balcony and new double-glazed sash windows at the rear ground floor level are of matching design to the existing and are acceptable. Overall therefore, the proposed alterations to the host building are considered acceptable.

Amenity: There would be negligible harm to the amenity of any adjoining residential occupiers in terms of the loss of natural light, outlook, privacy or added sense of enclosure.

One written comment has been received prior to making this decision. The relevant planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP18, DP19, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016; and the National Planning Policy Framework 2012. The proposal also accords with Policies A1, H1; H2; H6; T1; T2; D1 and D2 of the Camden Local Plan Submission Draft 2016.

- 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 Noise and Licensing Enforcement Team, 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 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £4585 (54.3sqm & 37.4sqm x £50) for the Mayor's CIL and £45850 (54.3sqm & 37.4sqm x £500) using the relevant rate for uplift in that type of floorspace) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

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

DRAFT

Supporting Communities Directorate

DECISION





DATED

28 June

2017

(1) FOO KIEN CHONG

and

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

A G R E E M E N T

relating to land known as

177 York Way London N7 9LN

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; and

Section 1(1) of the Localism Act 2011

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