DATED 14 September **2017**

(1) ANGELA MARY LYNES

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
Lynco House, 69-71 Farringdon Road, London EC1M 3PL
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; and
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 4125

CLS/COM/OO.1800.247

THIS AGREEMENT is made the 14th day of September 2017

B E T W E E N:

1. **ANGELA MARY LYNES** of Flat 5, 69-71 Farringdon Road, London EC1M 3JB (hereinafter called "the Owner") of the first part; and

2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part.

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL379121 and is interested in the Property for the purposes of Section 106 of the Act.

1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 3 February 2017 and the Council resolved to grant permission conditionally under reference number 2017/0587/P subject to the conclusion of this legal Agreement.

1.3 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.

1.4 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"	conversion of a ground floor shop unit (class A1) into two self-contained shop units and change of use of 1st floor retail unit (class A1) into one 2-bedroom flat (class C3) and removal of first floor rear extension and installation of roof lights to ground floor rear extension as shown on drawing numbers:- OFR02P, OFR06P, OFR01P, OFR05P, OFR03P, OFR07P REV 5, OFR04P, OFR08P, OFR01S, OFR03S, OFR02S, OFR04S, OFR01E, OFR03E, OFR02E, OFR04E
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 Unit"	the first floor unit forming part of the Development shown as edged in blue on the drawing entitled "Proposed First Floor" annexed hereto
2.5	"Occupation Date"	the date when any part of the Nominated Unit 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 February 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0587/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 Section 106 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 Lynco House, 69-71 Farringdon Road, London EC1M 3PL 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

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 of 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 Nominated Unit forming part of the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 of this Agreement 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 the Occupation of the Nominated Unit (being part of the Development) each new occupier of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

(i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and

(ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) the Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for herself and her successors in title to the Property hereby acknowledges that the provisions 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 number of the Nominated Unit forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying the Nominated Unit that in the Owner's opinion is 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 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 planning reference 2017/0587/P the date upon which the Development will be ready for Occupation.

5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 she 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 reasonable 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 and if requested to do so in writing, the Council shall:

(i) provide through its Planning Obligations Monitoring Officer confirmation of compliance; and

(ii) subject to payment of a fee of £1,000 in respect of each such obligation shall provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

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 reference number 2017/0587/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 she 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 Notwithstanding anything else in this Agreement to the contrary neither the Owner nor her 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 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.

8. RIGHTS OF THIRD PARTIES

8.1 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 has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
ANGELA MARY LYNES) .....
in the presence of:)

.....
Witness Signature

Witness Name: CHARANJIT BHARJ

Address: 22-24 ELY PLACE LONDON EC1N 6TE

Occupation: SOLICITOR

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO LYNCO HOUSE, 69-71 FARRINGDON ROAD, LONDON EC1M 3PL

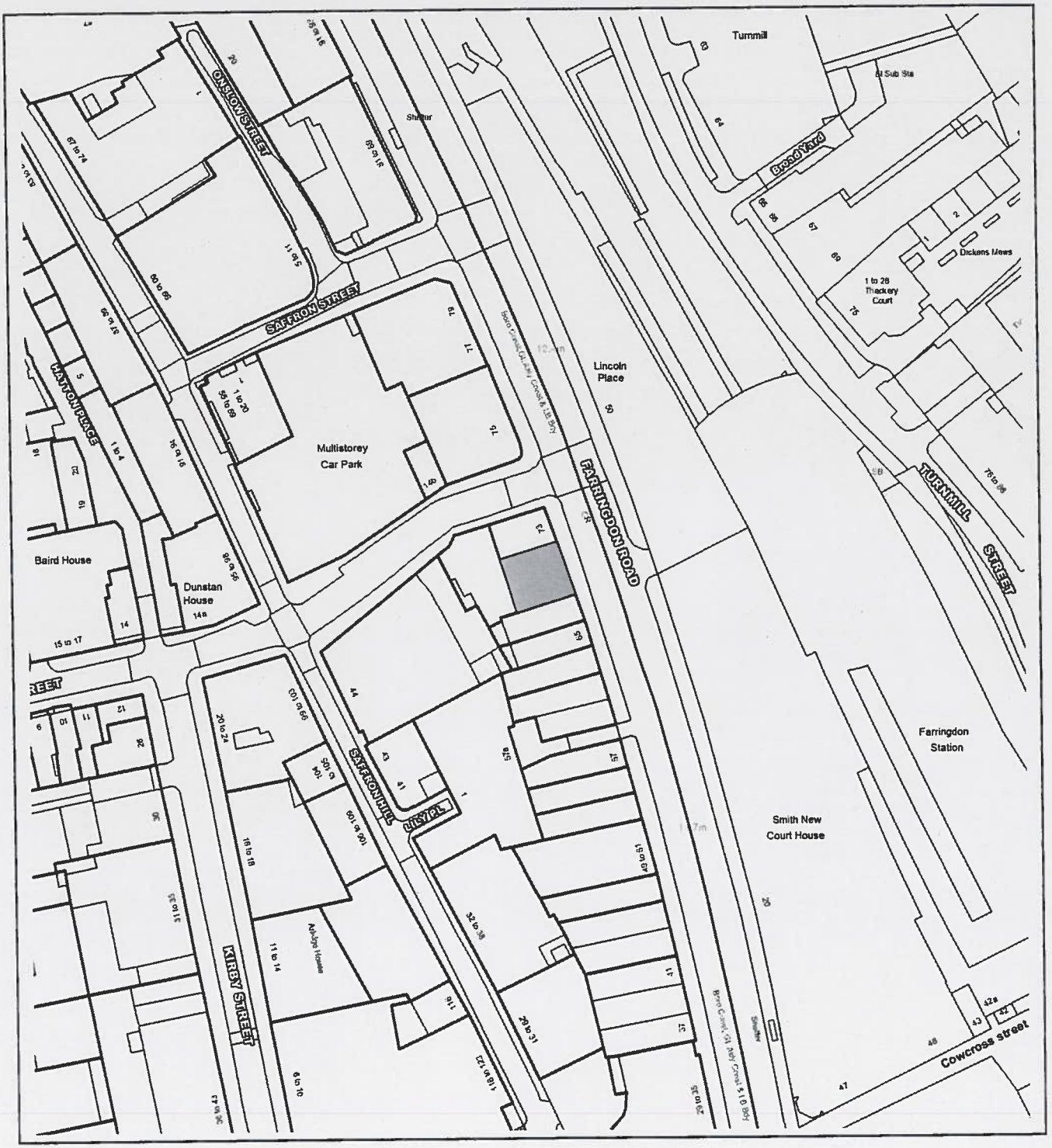
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

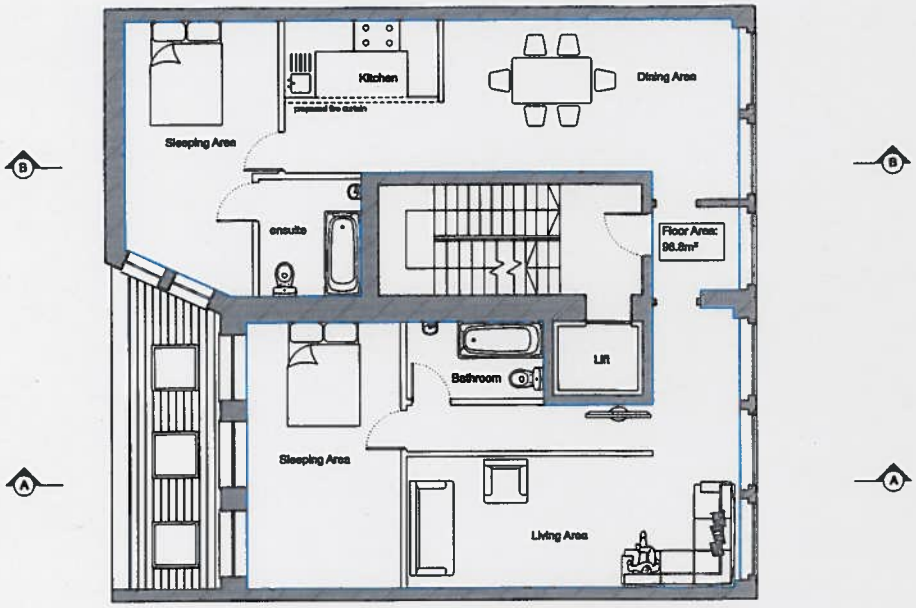
R Alexander

.....

Authorised Signatory

NORTHGATE SE GIS Print Template





0 1m 5m 10m

Written dimensions to be taken in preferences to scaled dimensions. The Contractor is responsible for checking all dimensions before work starts.

All work is to be carried out to the requirements, and to the satisfaction of the Local Authority.
These drawings are for planning purposes only

Any discrepancies to be brought to the attention of 4D Planning Consultants Immediately.

Rev	Date	Description	by	chk

4D PLANNING™

www.GetMePlanning.com®

Client
Mrs A Lynes

Project
69-71 Farringdon Road, EC1M 3JB

Title
Proposed First Floor

Date: January 2017
Scale: 1:50 @ A1 or 1:100 @ A3
Drawing No. OFR07P

5

Rev

Camden

Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

4D Planning
3rd Floor
86-90 Paul Street
London
EC2A 4NE

Application Ref: **2017/0587/P**

22 August 2017

Dear Sir/Madam

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:
69-71 Farringdon Road
London
EC1M 3JB

Proposal:
Conversion of a ground floor shop unit (class A1) into two self-contained shop units and change of use of 1st floor retail unit (class A1) into one 2-bedroom flat (class C3) and removal of first floor rear extension and installation of roof lights to ground floor rear extension.
Drawing Nos: OFR02P, OFR06P, OFR01P, OFR05P, OFR03P, OFR07P REV 5, OFR04P, OFR08P, OFR01S, OFR03S, OFR02S, OFR04S, OFR01E, OFR03E, OFR02E, OFR04E

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 D1 and D2 of the London Borough of Camden Local Plan 2017.

3 The development hereby permitted shall be carried out in accordance with the following approved plans OFR02P, OFR06P, OFR01P, OFR05P, OFR03P, OFR07P, OFR04P, OFR08P, OFR01S, OFR03S, OFR02S, OFR04S, OFR01E, OFR03E, OFR02E, OFR04E

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

4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of additional window at first floor level to the rear elevation (including jambs, head and cill);

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

5 Before the development commences, details of secure and covered cycle storage area for two cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter 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 T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

1 Reasons for granting permission.

The proposal would seek to convert the existing first floor retail unit into one 2 bedroom flat and divide the existing single ground and lower ground floor retail unit into two separate retail units. The proposal would also include the creation of a new entrance to the shop unit of number 71 and the replacement of the existing atrium to the rear with a new lower roof and roof lights.

The loss of the retail units at first floor level is considered acceptable as the proposal includes the creation of a new retail unit and the retention of an existing retail unit at ground and lower ground floor level. The first floor is currently used as storage and as such is ancillary to the retail space at ground and lower ground floor. The loss of this floor space would not affect the viability of the retail units at ground and ground floor level and as such the proposed loss of this space is considered acceptable. Housing is identified as a priority within the Local Plan, particularly 2 bedroom properties, and therefore the creation of a new residential unit is welcomed.

The new unit will be 94.7 sqm and therefore exceed the Government's current technical space standards for a 2-bedroom 4 person property. The new dwelling would receive good levels of natural light as the existing property has three large windows on both the front and rear elevation and provide good standards of accommodation for future occupiers.

At the rear of the property, the removal of the existing large glass atrium is proposed to be replaced by a pitched roof with three rooflights. This would be less visible from the St Cross Street and would be more in keeping with the character and appearance of the host building and wider Hatton Garden Conservation Area. This would also open up the rear elevation as the new roof would terminate at upper ground floor level. The front elevation would have no changes other than the insertion of a new access door to number 71 within the existing shopfront. The external alterations to the property are considered acceptable in the context of the host building and winder Hatton Garden Conservation Area.

It is not considered that the proposal would cause harm to the visual and residential amenities of nearby neighbouring properties by way of visual privacy and overlooking, overshadowing or outlook or sunlight/daylight.

The application site has a PTAL rating of 6B and is located within the Central London Area (Clear Zone Region). Policy T2 expects developments to be car free where a site is easily accessible by public transport. Therefore this permission is subject to a Section 106 legal agreement to ensure the new dwelling will be car free.

Provision for two cycle spaces has been provided at the ground floor entrance hallway providing access to the upper floor flats, refuse storage has also been made available in this area.

No objections have been received to this application. The site's relevant planning history was taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character and appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas Act) 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The proposed development is in general accordance with policies A1, D1, DM1, H1, H6, H7, TC1, T2, TC5, and D2 of the London Borough of Camden Local Plan 2017 and the London Plan 2016 and the provisions of the National Planning Policy Framework.

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 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

Executive Director Supporting Communities

DATED 14 September **2017**

(1) ANGELA MARY LYNES

and

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

AGREEMENT

relating to land known as
Lynco House, 69-71 Farringdon Road, London EC1M 3PL
pursuant to
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