2018

(1) RUSSELL GEORGE PARK

and

(2) ONESAVINGS BANK PLC

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 2nd Floor Flat, 36 Mill Lane, London, NW6 1NR pursuant to

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

Tel: 020 7974 3688 Fax: 020 7974 2962

G:case files/culture & env/planning/NS/s106 Agreements//2nd floor flat36MillLane(CF) CLS/COM/NS/1800.795 FINAL

THIS AGREEMENT is made the 18th day of OCTORGE 2018

BETWEEN:

i. RUSSELL GEORGE PARK of The Spinney, 28 Totteridge Common, London, N208NE (hereinafter called "the Owner") of the First part

- ii. **ONESAVINGS BANK PLC** (Co. Regn. No.7312896) whose registered office is at Reliance House, Sun Pier, Chatham, Kent ME4 4ET (hereinafter called "the Mortgagee") of the Second part
- iii. 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 281253 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 22nd May 2018 and the Council resolved to grant permission conditionally under reference number 2018/2313/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 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 Mortgagee as mortgagee under a legal charge registered under Title Number 281253 and dated 2nd February 2015 (hereinafter called "the Legal Charge") are willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the	Town	and	Country	Planning	Act	1990	(as
		ame	ended)						

2.2	"the Agreement"	this	Planning	Obligation	made	pursuant	to
		Sect	ion 106 of	the Act			

2.3	"the Development"	erection of mansard roof extensions to existing
		2nd floor flat and conversion into 2 x 1 bed flats
		(C3). as shown on drawing numbers:- existing:
		16524/01 Rev. B (includes Site Location Plan).
		Proposed: 16524/02 Rev. E, 16524/03 Rev. B,
		Design and Access Statement.

2.4	"the Implementation	n
	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 unit known as Flat 4 forming part of the third floor of the Development the same as shown on the drawings numbered 16524/01, 16524/02, 16524/03 annexed hereto

the date when any part of the Development is 2.6 "Occupation Date" occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly mean the Council, the Owner and the Mortgagee 2.7 "the Parties" a planning application in respect of the 2.8 "the Planning Application" development of the Property submitted to the Council and validated on 22nd May 2018 for which a resolution to grant permission has been passed number under reference conditionally 2018/2313/P subject to conclusion of this Agreement 2.9 "Planning Obligations a planning officer of the Council from time to time Monitoring Officer" 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 2.10 "the Planning planning permission granted the Permission" Development substantially in the draft form annexed hereto the land known as 2nd Floor Flat, 36 Mill Lane, 2.11 "the Property" London, NW61NR the same as shown shaded grey on the plan annexed hereto

4

situated

2.12

"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 2.13 "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 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 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

The Owner hereby covenants with the Council as follows:-

4.1 Car Free

- 4.1.1 To ensure that prior to occupying any Nominated 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 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 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 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.

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.
- 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
 hereof quoting the Planning Permission reference 2018/2313/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 2018/2313/P.

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

- 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 2018/2313/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.

- 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 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 Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **RIGHTS OF THIRD PARTIES**

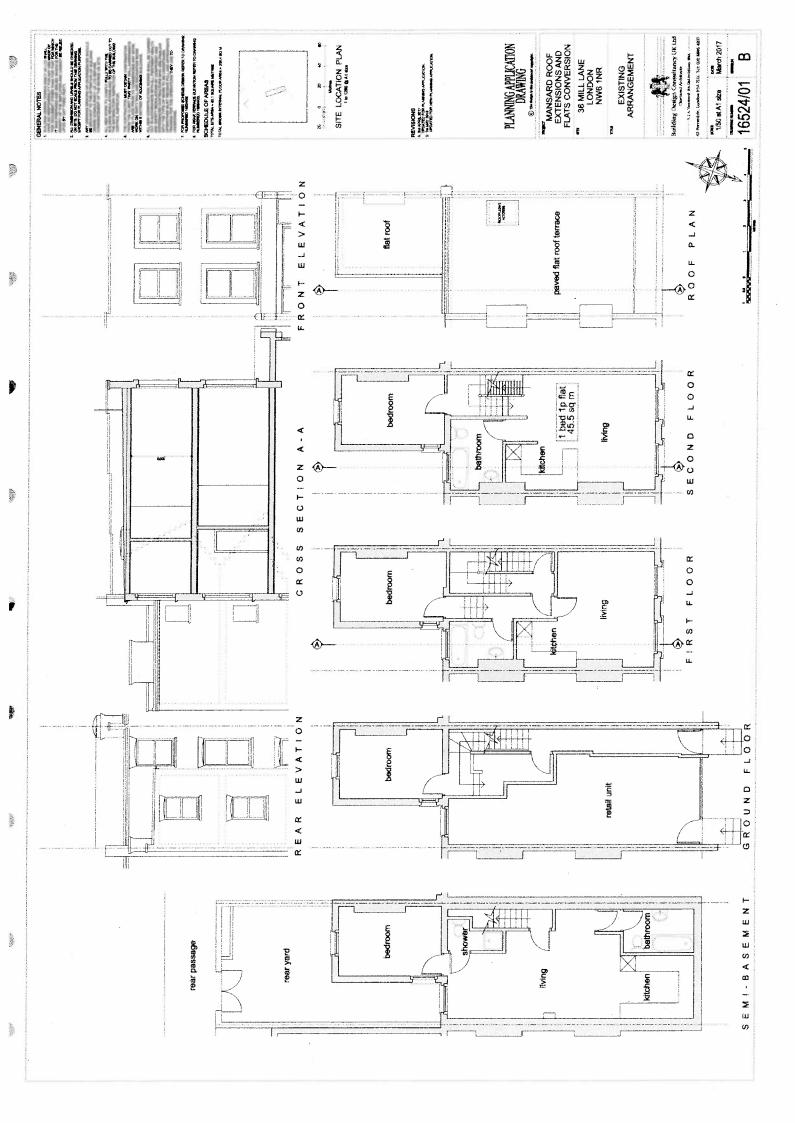
8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

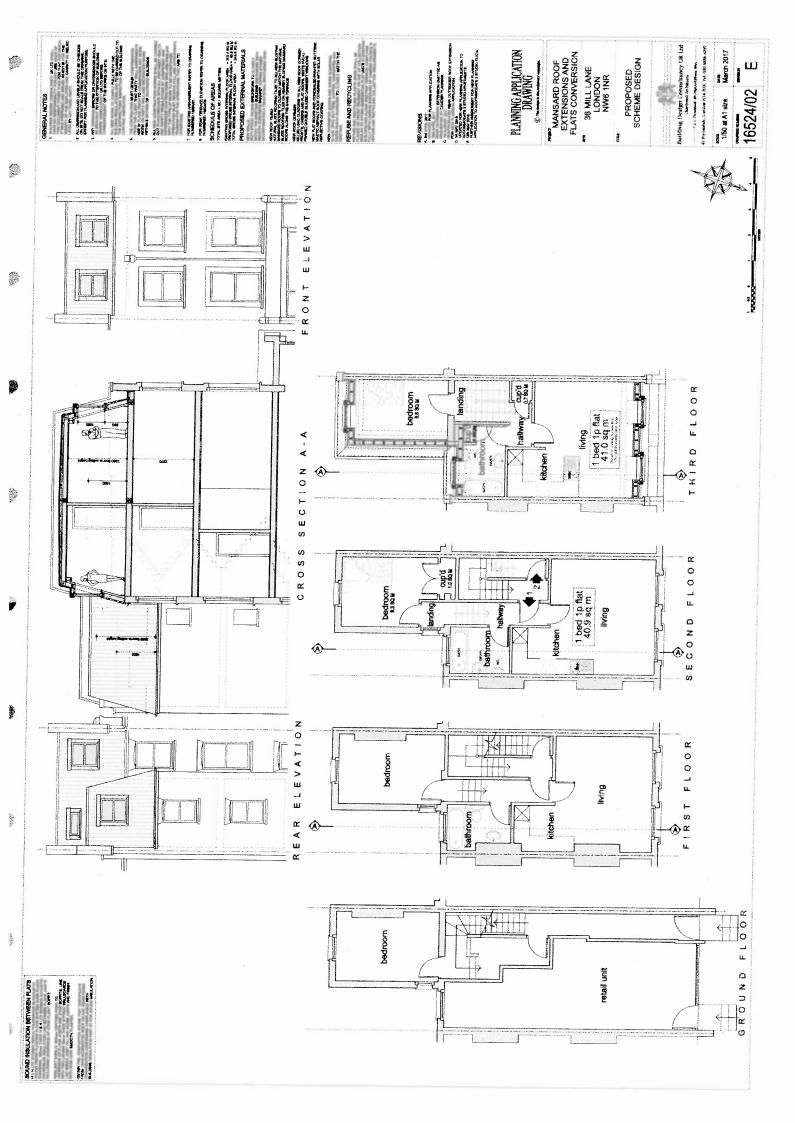
THIS IS A CONTINUATION OF THE \$106 AGREEMENT IN RELATION TO THE LAND KNOWN AS $$2^{\rm nd}$$ FLOOR FLAT, 36 MILL LANE

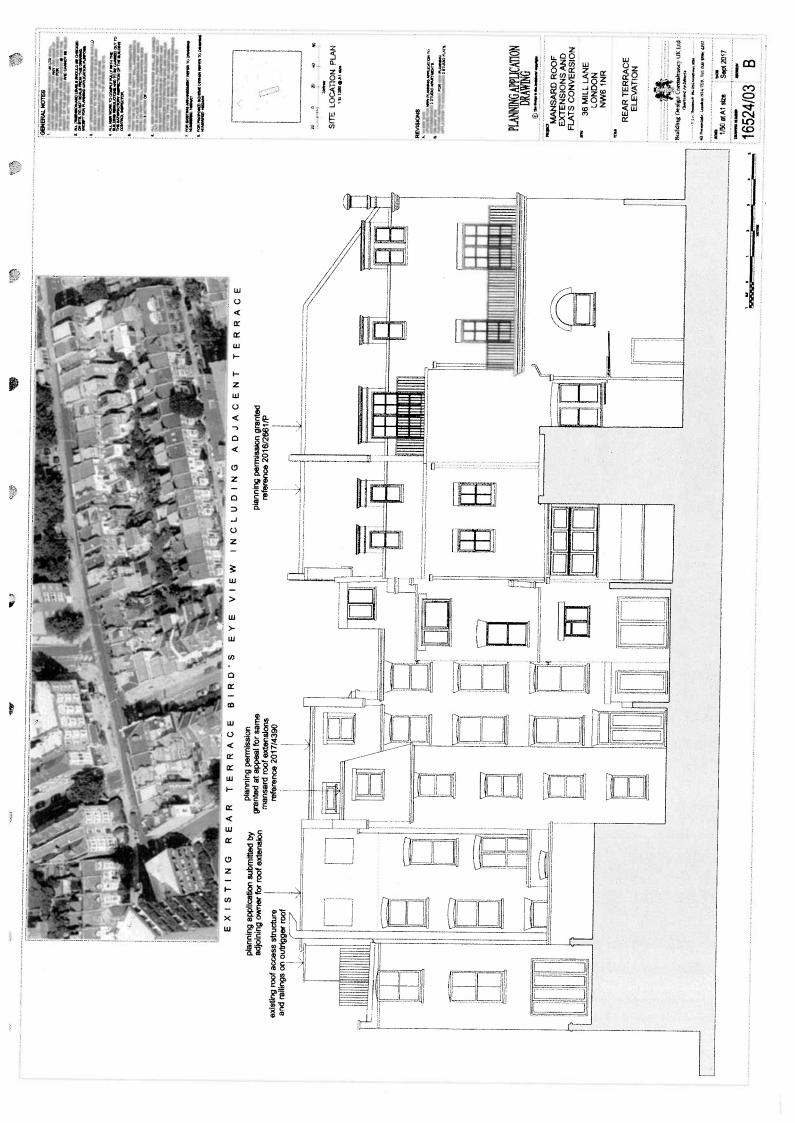
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

(3

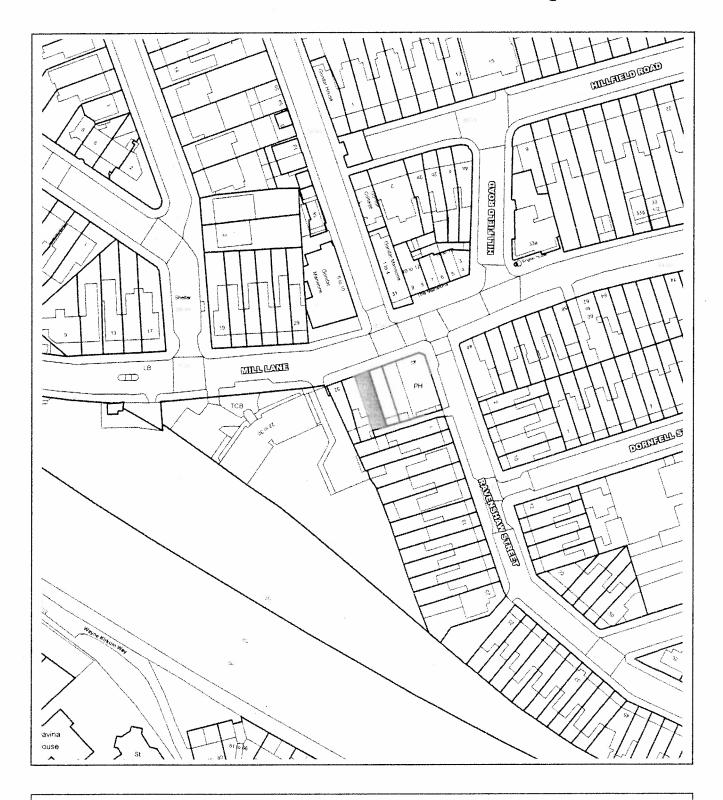
EXECUTED AS A DEED BY RUSSELL GEORGE PARKS In the presence of: Witness Signature
Witness Name CABRIELLE CROFT
• • • • • • • • • • • • • • • • • • • •
Address 19 HAMMERS LANE LONDON NOT 4BY
Occupation PROPERTY MANAGER
EXECUTED as a Deed By ONESAVINGS BANK PLC By In the presence of:- CALLE KOLOTZE SECTOR
THE COMMON SEAL OF THE MAYOR) AND BURGESSES OF THE LONDON) BOROUGH OF CAMDEN was hereunto) Affixed by Order:-
V. Blexander
Authorised Signatory







NORTHGATE SE GIS Print Template



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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

Building Design Consultancy UK Ltd 42 Forestdale London N14 7DX United Kingdom

Application Ref: 2018/2313/P

10 August 2018

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:

Flat 2nd Floor 36 Mill Lane London NW6 1NR

Proposal:

Erection of mansard roof extensions to existing 2nd floor flat and conversion into 2 x 1 bed flats (C3).

Drawing Nos: Existing: 16524/01 Rev. B (includes Site Location Plan). Proposed: 16524/02 Rev. E, 16524/03 Rev. B, Design and Access Statement.

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 D1 of the London Borough of Camden Local Plan 2017.

The development hereby permitted shall be carried out in accordance with the following approved plans: Existing: 16524/01 Rev. B (includes Site Location Plan). Proposed: 16524/02 Rev. E. 16524/03 Rev. B. Design and Access Statement.

Reason:

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

Informative(s):

1 Reasons for granting permission.

The application seeks permission for the erection of a mansard roof extension to the second floor flat and conversion of the resulting space into two one-bedroom flats. The mansard roof extension is identical to that approved under 2017/4390/P (allowed on appeal ref APP/X5210/W/17/3190809) and this application therefore only considers the acceptability of the subdivision of the resulting space into two self-contained 1 bed flats.

Both of the flats would meet nationally described space standards for a 1 bedroom, 1 person flat, and have a private entrance, logical layout, dual aspect and adequate outlook. Whilst 1 bedroom flats are identified as low priority in the Council's dwelling size priorities table, they are considered acceptable on balance in that the development would create an additional dwelling without harming the quality of accommodation of the existing 1-bedroom flat.

Potential transport impacts from the new development would be acceptable if mitigated by a Section 106 agreement for car-free development for the new third floor flat. The absence of secure cycle parking is considered acceptable considering the siting of the new dwellings on the second and third floor of an existing building with constrained access space.

No objections have been received prior to the determination of this application. The planning history of the site has been taken into account when making this decision.

As such, the proposed development is considered to be in accordance with policies H6, H1, D1, and T2 of the London Borough of Camden Local Plan 2017 and Policy 1 of the Fortune Green and West Hampstead Neighbourhood Plan 2015. It is also in general accordance with the London Plan 2016 and the National Planning Policy Framework 2012.

No objections have been received prior to the determination of this application. The planning history of the site has been taken into account when making this decision.

As such, the proposed development is considered to be in accordance with policies H6, H1, D1, and T2 of the London Borough of Camden Local Plan 2017 and Policy 1 of the Fortune Green and West Hampstead Neighbourhood Plan 2015. It is also in general accordance with the London Plan 2016 and the National Planning Policy Framework 2012.

- Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 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, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.
- This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 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.
- 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

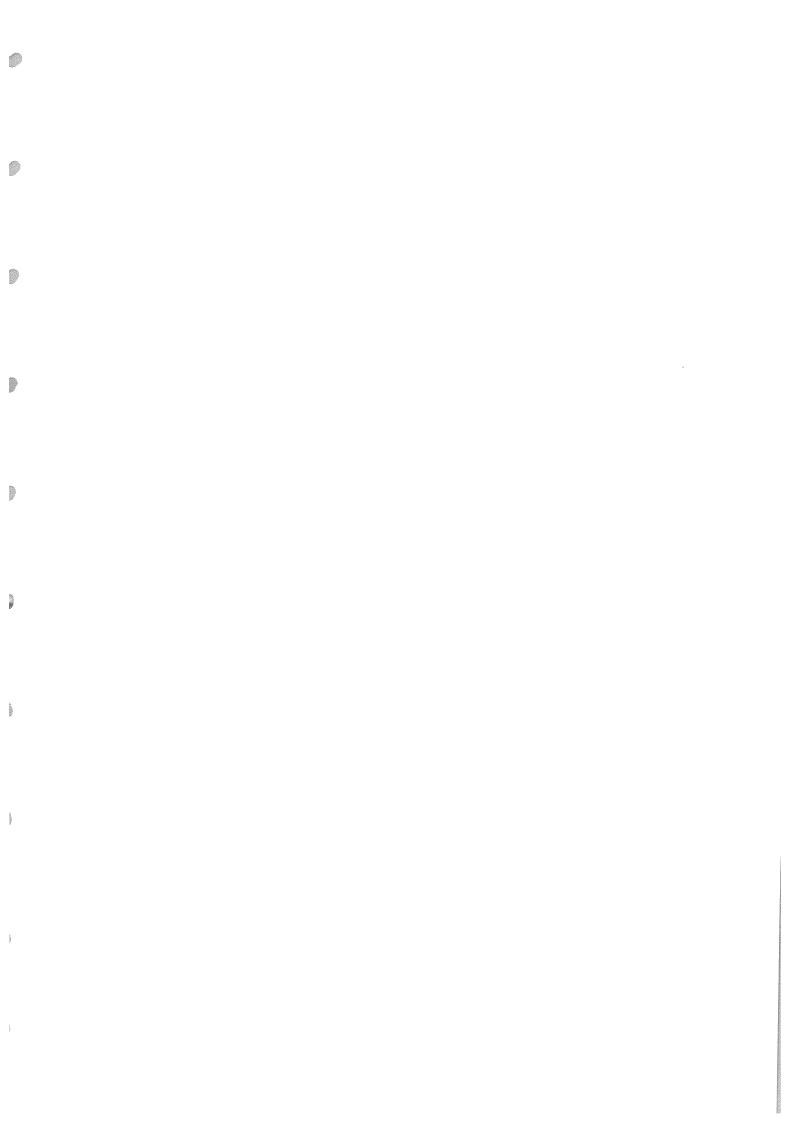
for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

DEGIS ON



2018

(1) RUSSELL GEORGE PARK

and

(2) ONESAVINGS BANK PLC

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(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 2nd Floor Flat, 36 Mill Lane, London, NW6 1NR pursuant to

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