

DATED

15 May

2018

(1) UNIVERSITY COLLEGE LONDON

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

**3 WHITCHER PLACE LONDON NW1 9JD**

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;

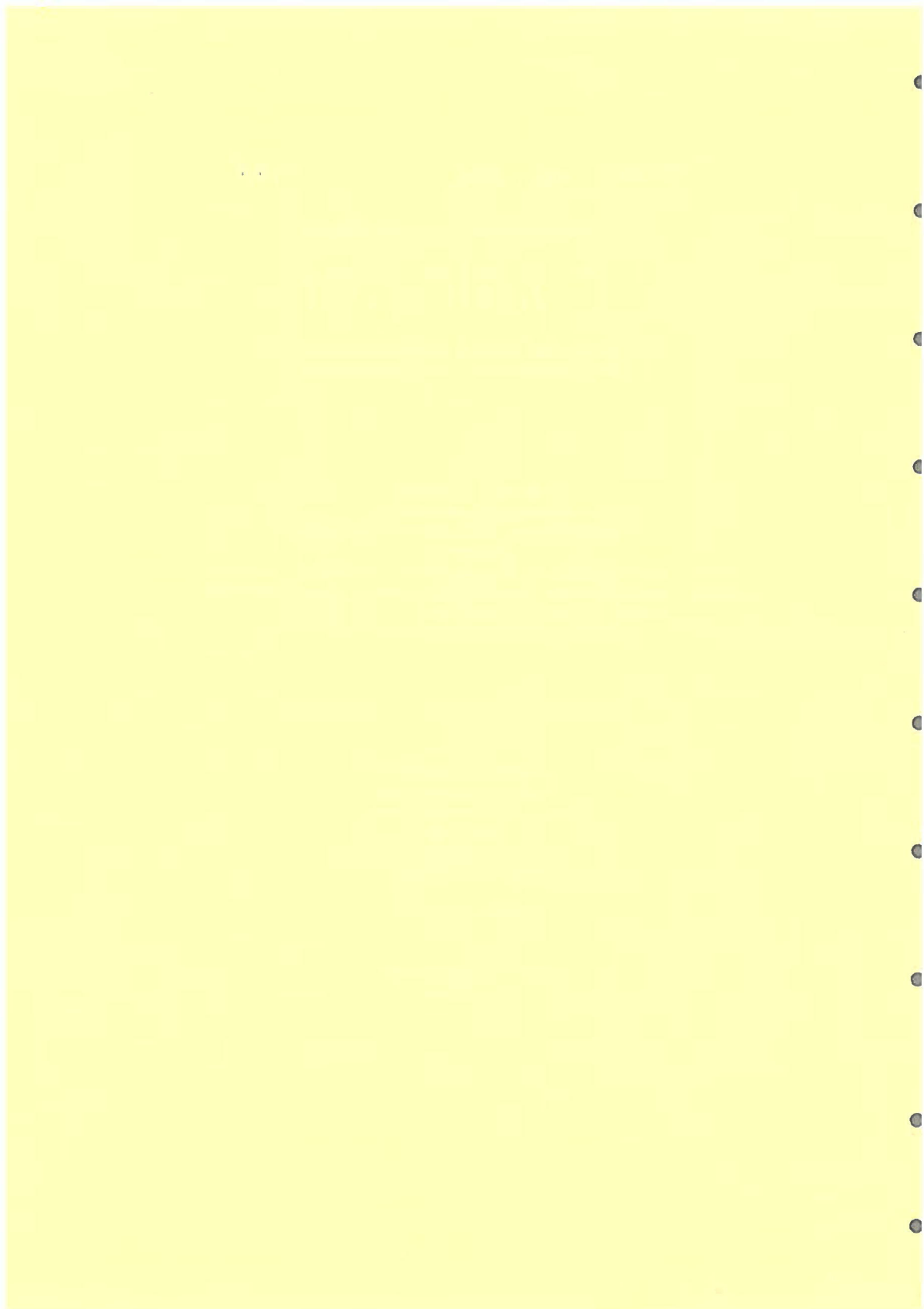
Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5826

CLS/COM/LN/1800.860  
s106 FINAL



**THIS AGREEMENT** is made the 15<sup>th</sup> day of May 2018

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

A. **UNIVERSITY COLLEGE LONDON** of Gower Street, London WC1E 6BT (hereinafter called "the Owner") of the first part

B. **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 NGL961200.

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 The Council granted Planning Permission for the Development of the Property under reference number 2016/4171/P on 12 October 2016.

1.4 By virtue of a change in the ownership of the Property the Development authorised by the Planning Permission no longer reflects the intentions of the Owner and the Owner hereby agrees not to Implement or permit Implementation of the Planning Permission.

1.5 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.

1.6 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 of existing single storey dwelling in rear garden of 3 Rochester Road and erection of new two storey dwellinghouse at 3 Whitcher Place as shown on drawing numbers:- Planning Statement July 27 2016, Sustainable Design and Construction Statement, Energy Strategy Report, Code: 402 Glazing Vision Fixed Flushglaze Rooflight (Double Glazed), THERMOMAX HP400, PUHZ-(H)W50-140VHA(2)YHA2(-BS), VBHN245SJ25 / VBHN240SJ25, P-01, P-01a, P-02, P-03, P-04, P-05, P-05A, P-06, S-01, S-02, S-03, S-04, L-01, 200.Bwk.H001 edition 2, 200.Bwk.J001 edition 2 and 200.bwk.C001 edition 3
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 Parties"	means the Council and the Owner
2.6	"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
2.7	"the Planning Permission"	the planning permission granted for the Development on 12 October 2016 under reference number 2016/4171/P in the form annexed hereto at Annex 2
2.8	"the Property"	the land known as 3 Whitcher Place London NW1 9JD the same as shown outlined red on the plan annexed hereto at Annex 1

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 of interpretation.

3.5 It is hereby agreed between the Parties that the provisions of all clauses in this Agreement shall come into effect on the date hereof.

3.6 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 Not to Implement or permit Implementation of the Planning Permission.

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

5.1 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.

5.2 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.

5.3 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.

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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to the Planning Obligations Monitoring Officer by email at [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2016/4171/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 and sent to the Owner.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

**7. 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 has executed this instrument as their Deed the day and year first before written

Executed as a deed by affixing )  
the common seal of )  
UNIVERSITY COLLEGE LONDON )  
In the presence of )

[Redacted]

Authorised Signatory

[Redacted]

Authorised Signatory

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

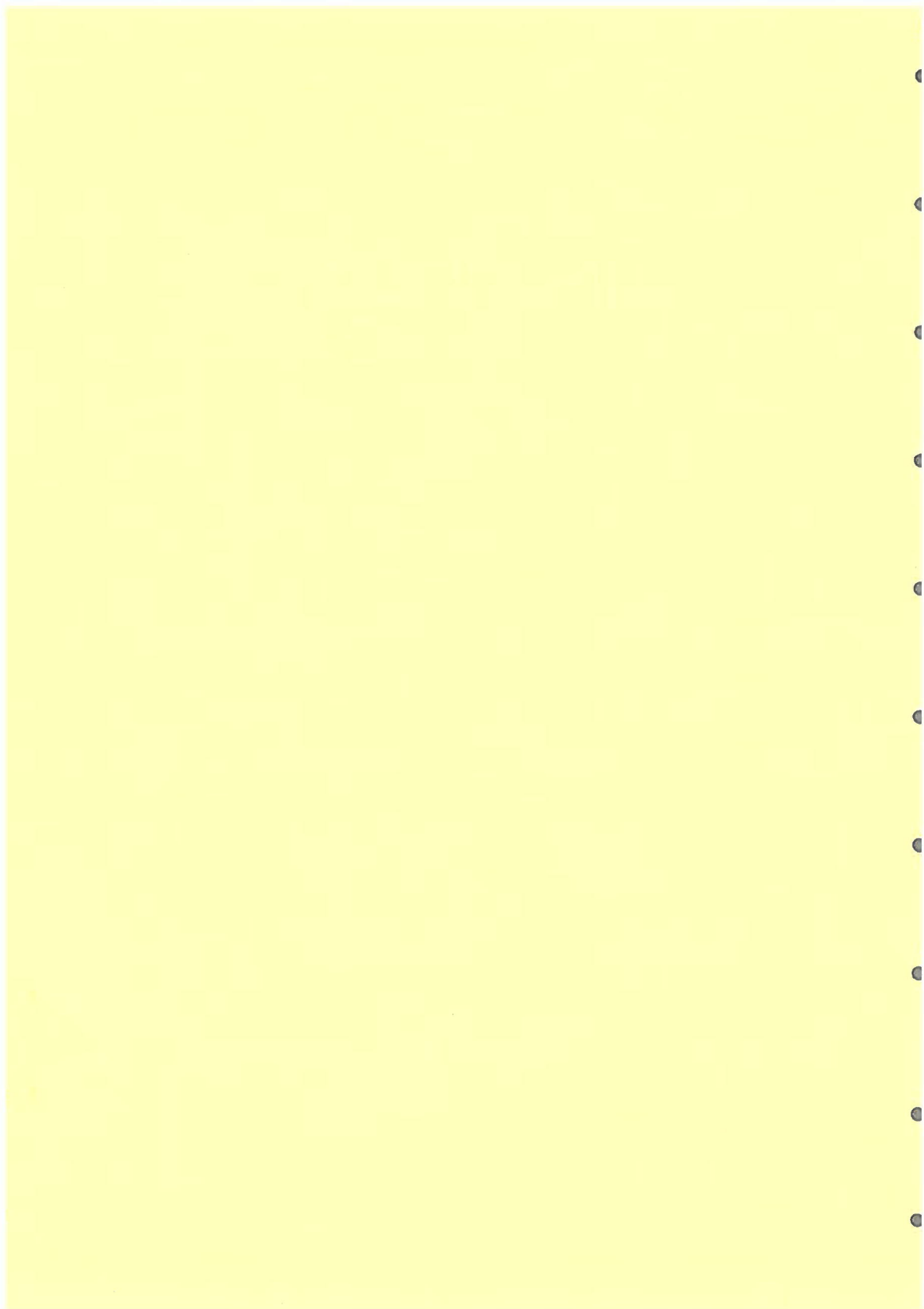
[Redacted]

Authorised Signatory



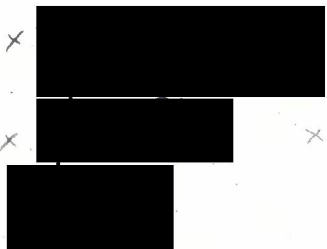


**ANNEX 1  
THE PLAN**





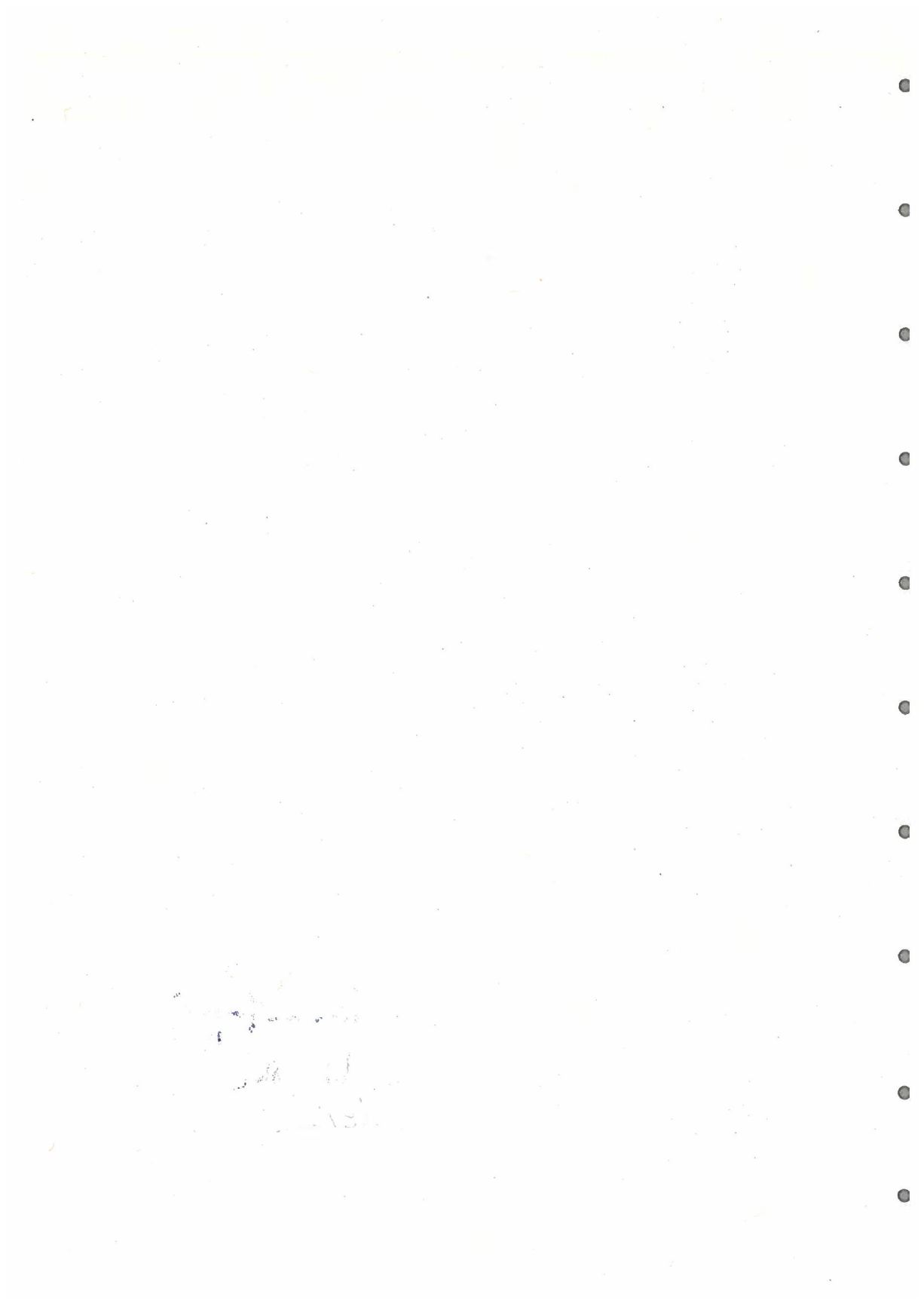
KEY:  
SITE BOUNDARY: ———



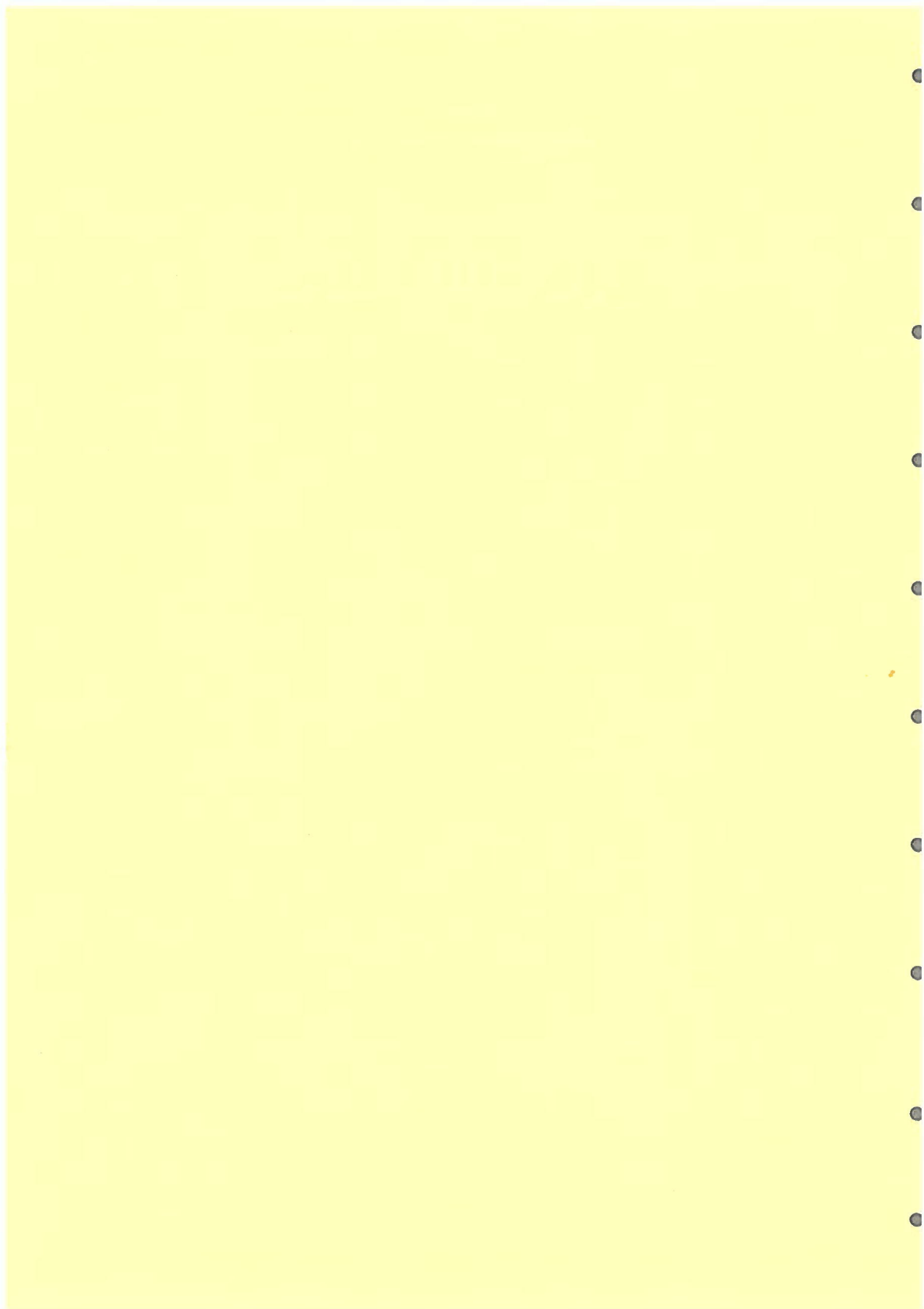
Scale 1:500  
Date: 10/10/16  
Author: LK

**MADON & PARTNERS**  
Niles & Partners Chartered Architects Ltd  
Studio 102,  
1, Three Mills,  
London E12 7TH  
Telephone: 0202 781 5530  
Fax: 0202 781 5531

<b>PLANNING</b>	
Project:	3 Wilchester Place
Client:	Site Location Plan
Date:	1:500 (A1)
Author:	July 2016
Checked:	LK
Drawn:	LK



**ANNEX 2**  
**THE PLANNING PERMISSION**





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

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Miss Lara Karady  
Studio 102 Regent's Studios,  
1 Thane Villas  
London  
N7 7PH

Application Ref: **2016/4171/P**  
Please ask for: **Tessa Craig**  
Telephone: 020 7974 6750

12 October 2016

Dear Sir/Madam

**DECISION**

Town and Country Planning Act 1990 (as amended)

**Full Planning Permission Granted**

Address:  
**3 Whitcher Place**  
London  
NW1 9JD

Proposal: Demolition of existing single storey dwelling in rear garden of 3 Rochester Road and erection of new two storey dwellinghouse at 3 Whitcher Place.

Drawing Nos: Planning Statement July 27 2016, Sustainable Design and Construction Statement, Energy Strategy Report, Code: 402 Glazing Vision Fixed Flushglaze Rooflight (Double Glazed), THERMOMAX HP400, PUAZ-(H)W50-140VHA(2)/YHA2(-BS), VBHN245SJ25 / VBHN240SJ25, P-01, P-01a, P-02, P-03, P-04, P-05, P-05A, P-06, S-01, S-02, S-03, S-04, L-01, 200.Bwk.H001 edition 2, 200.Bwk.J001 edition 2 and 200.bwk.C001 edition 3.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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).



LONDON BOROUGH OF CAMDEN

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Planning Statement July 27 2016, Sustainable Design and Construction Statement, Energy Strategy Report, Code: 402 Glazing Vision Fixed Flushglaze Rooflight (Double Glazed), THERMOMAX HP400, PUHZ-(H)W50-140VHA(2)/YHA2(-BS), VBHN245SJ25 / VBHN240SJ25, P-01, P-01a, P-02, P-03, P-04, P-05, P-05A, P-06, S-01, S-02, S-03, S-04, L-01, 200.Bwk.H001 edition 2, 200.Bwk.J001 edition 2 and 200.bwk.C001 edition 3.

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

- 3 Prior to occupation of the development, evidence demonstrating that the following measures have been incorporated into the development, shall be submitted and approved in writing by the Local Planning Authority:

a) The sustainable design principles and climate change adaptation measures as set out in the approved sustainability statement (Sustainable Design and Construction Statement);

b) A 69% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy and a 64.1% reduction in carbon dioxide emissions through renewable technologies, as set out in the approved energy statement [Energy Strategy Report, by Mark Sheehan Building Consultancy, sent on 19th September];

c) Measures to ensure a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction) and DP23 (Water).

- 4 Manufacturers details, 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) A sample panel of brickwork no less than 1m by 1m demonstrating the proposed colour, texture and bond;

b) Manufacturer's specification details of all facing materials and samples of those materials to be provided on site.

The samples shall be erected on site and retained for the duration of the works.

The relevant part of the works shall be carried out in accordance with the details thus approved.



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.

- 5 The roof of the approved dwellinghouse shall not be used as a roof terrace without prior consent in writing from the Local Planning Authority.

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 and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The proposed dwelling, as indicated on plan numbers P-01, P-01a, P-02, P-03, P-04, P-05, P-05A, P-06, hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

**Informative(s):**

- 1 Reasons for granting permission:

The existing single storey brick building which is currently used as a single dwellinghouse shall be demolished. The building is not a positive contributor to the

conservation area in which it is located and is only visible from dwellings along Rochester Road and from a private road. The demolition is considered acceptable in this instance, subject to the replacement building preserving or enhancing the CA.

Whilst no planning history for the building exists, the property has been used as a dwellinghouse since at least 1989 and therefore the residential use at the site has already been established.

It is evident from the layout of the wider site that the historic pattern of rear gardens has been eroded. The context of the site, when viewed from Whitcher Place, is not perceived as simply being developed garden plots. Either side of the site there are large carparks which are part of the University development to the east of the site. In 2009 planning permission was granted for development of these carpark sites for similar two storey residential accommodation for students; however this permission has now lapsed. It is therefore considered that the principle of development of the site above the existing single storey structure is acceptable.

A garden of 44.25sqm shall be created for the subject flat, leaving a garden of 90sqm for 3 Rochester Road. The existing garden space is already informally split between the two properties and the revised layout is consistent with the next two properties on either side of 3 Rochester Road.

The scale of the development is consistent with the mews properties on Rochester Mews, the three storey brick properties along Rochester Road and the University accommodation at the rear of the site. The proposed building shall be constructed from sympathetic brick with aluminium framed windows (details shall be secured through condition of consent). The applicant has stated that they intend to use reclaimed bricks from the site, where possible. The proposed design would be an enhancement to the character and appearance of the conservation area.

The building shall provide a four bedroom dwelling over two storeys replacing the existing single storey open plan studio dwellinghouse. DP5 identifies four bedroom dwellings as a medium priority and one bedroom/studio as low priority, therefore the proposal is supported in this regard, providing a family sized dwellinghouse. The proposal would include adequate outdoor space, outlook and room sizes and the quality of accommodation is considered satisfactory.

There would be over 30m between the proposed dwelling and the nearest residential windows. Therefore the development is considered to be acceptable both in terms of privacy and overshadowing.

2 Reasons for granting permission (continued):

Two secure cycle spaces shall be provided internally. Given the property is on private land and there is adequate space in a vicinity to manage the construction arrangements, a Construction Management Plan is not required. The existing occupants would return to live in the new dwelling and already have a car parking permit, therefore car-capping or car-free s106 shall not be imposed. No trees are to be removed as part of the development. Details of hard and soft landscaping shall

be secured by condition.

Evidence that the development has been built in accordance with the energy and sustainability statement shall be submitted prior to occupation. A condition has been added requiring a maximum internal water use and Part M4 Building Regulations compliance.

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

Neighbouring occupiers were consulted on the application. A site notice was displayed and a press notice advertised. No objections have been received prior to making this decision. The site's planning history was taken into account in coming to this decision.

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 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.

- 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 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.
- 5 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 be 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)

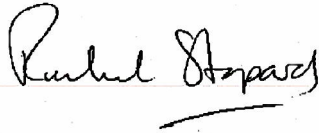
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

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.

You can find advice about your rights of appeal at:

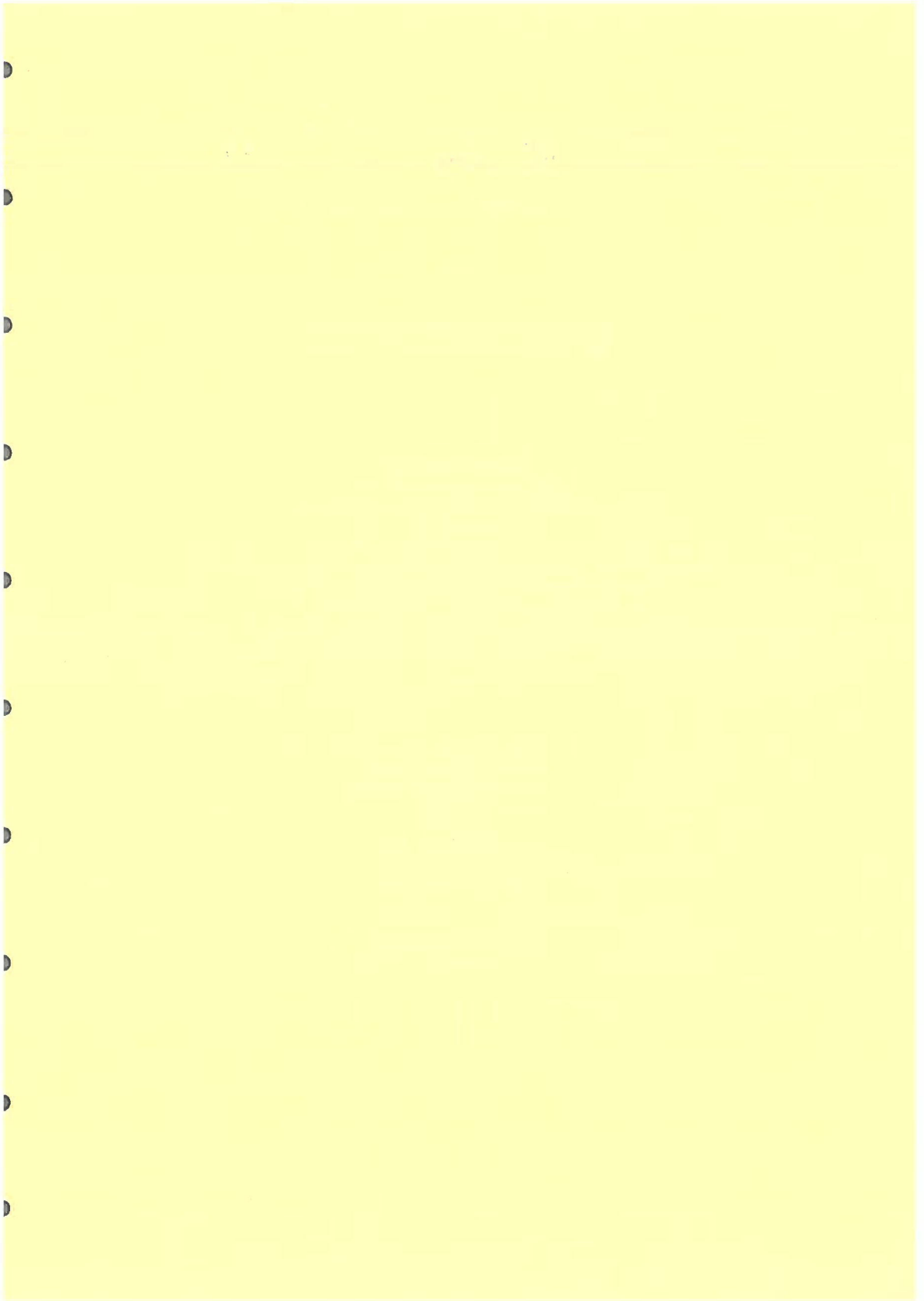
<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



Rachel Stopard  
Executive Director Supporting Communities

Executive Director Supporting Communities



DATED 15<sup>th</sup> May 2015

(1) UNIVERSITY COLLEGE LONDON

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  
**3 WHITCHER PLACE LONDON NW1 9JD**

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

Tel: 020 7974 5826

CLS/COM/LN/1800.860  
s106 FINAL