

DATED 17TH DECEMBER 2020

(1) AKELIUS UK TWELVE LIMITED

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

**24 WEDDERBURN ROAD LONDON NW3 5QG 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 5680
CLS/COM/HM/1800.1564
FINAL

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THIS AGREEMENT is made the 17th day of December 2020

BETWEEN:

- A. **AKELIUS UK TWELVE LIMITED** (Co. Regn. No. 09427079) whose registered office is at 10 Bloomsbury Way, London, England, WC1A 2SL (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 fourth part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL405758.
- 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 20 September 2019 and the Council resolved to grant permission conditionally under reference number 2019/3283/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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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"	amalgamation of 8 studio units to create 4 larger studio units at first floor level the conversion of no. 22 and no. 23 units at third floor level into three units; erection of a single storey ground floor side and rear extension; replacement of two windows with double doors and associated Juliet balcony on the first floor rear elevation; replacement windows to the front, rear and side elevations; relocation of the side elevation ground floor door; alterations to the front boundary treatment; installation of a bin store and 2 visitor cycle parking spaces to the front garden; installation of 22 long stay cycle parking spaces to the rear garden; hard and soft landscaping to the front and rear gardens; removal of 2 trees in the rear garden; and associated external works subject to any minor non-material amendments made under s96A of the Act as shown on drawing numbers:- Cover Letter; Planning Design & Access and Heritage Statement; Tree Protection Plan Rev A; Tree Report Method Statement May 2020; Sustainability Statement; Existing and Proposed Area Schedule; Typical Existing & Proposed Windows WED-PL-WS-01; WED-PL-WS-02; WED-PL-WS-03; WED-PL-WS-04; WED-PL-WS-05; WED-PL-WS-06; WED-PL-WS-07; WED-PL-WS-08; WED-PL-WS-09; WED-PL-WS-10; WED-PL-WS-11; WED-PL-WS-12; WED-PL-WS-13; WED-PL-WS-14; WED-PL-WS-15; WED-PL-WS-16; WED-PL-WS-17; WED-PL-WS-18; WED-PL-WS-19; WED-PL-WS-20; WED-PL-WS-21; WED-PL-WS-22; WED-PL-WS-23; WED-PL-WS-24; WED2-PL 1D; WED2-PL 1.1B; WED2-

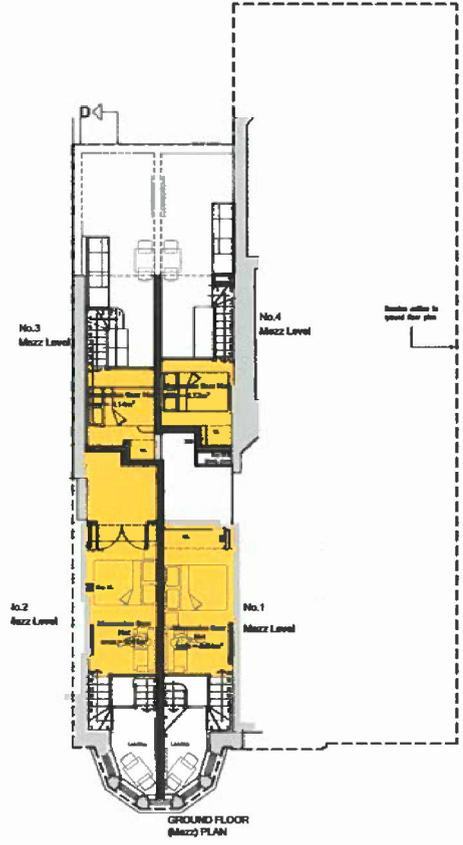
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		PL1.2A; WED2-PL.2F; WED2-PL.3F; WED2-PL.9D; WED2-PL.10C; WED2-PL.4A; WR-04/2020-PL/EL.04; WR-04/2020-PL/EL.03; WED3-PL.6F; WED3-PL.7F; WED3-PL.8E.
2.4	"the Implementation Date"	the date of implementation of the Development by the carrying out of 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 level units 10 and 11, second floor level units 16 and 18 and third floor level units 23 and 24 forming part of the Development the same as shaded pink in <i>the attached car restriction plans</i> on the drawings numbered WED-PK-01; WED-PK-02; WED-PK-03; WED-PK-04; WED-PK-05; WED-PK-06; WED-PK-07 annexed hereto
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 20 September 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/3283/P subject to conclusion of this Agreement
2.9	"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
2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as 24 Wedderburn Road, London NW3 5QG the same as shown shaded grey on the plan annexed hereto
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 situated

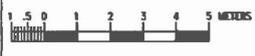
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KEY

- Denotes car free units
- Denotes unrestricted units



Boundary outline to ground floor plan



Project	
Client	
Site	Woodstock Road, London Location of car free units
Drawn	Proposed Ground Mezzanine Floor Plan (2 of 3)
Scale	1:500
Date	05/05/2010
Drawn	AKELIUS
Checked	CP



AKELIUS LTD
 100, The Arcade, London, E1 1AA
 Tel: 020 7463 4000
 Fax: 020 7463 4001
 Email: info@akelius.com

KEY

	Devices on fire exits
	Devices Unrestricted in Use

Client	Western Food, Lunch Learners @ Friends
Project	Proposed Second Floor Plan
Scale	1:500
Date	23/08/2007
Drawn by	AKELIUS
Checked by	AKELIUS



SECOND FLOOR PLAN



NOTES:
 The information on this document is for informational purposes only. It is not intended to constitute an offer of any financial product or service. All services are provided subject to the terms and conditions of the relevant Akelius contract.

Flat number	Unrestricted units	Car free units	rooms	floors	Number of flats per floor
1	✓		S	G	
2	✓		S	G	
3	✓		S	G	
4	✓		S	G	
5	✓		1	G	
6	✓		S	G	
7	✓		S	G	7 ground floor flats
8	✓		S	1	
9	✓		S	1	
10		✓	S	1	
11		✓	S	1	
13	✓		S	1	
14	✓		S	1	6 first floor flats
15	✓		S	2	
16	✓	✓	S	2	
17	✓		1	2	
18		✓	S	2	
19	✓		S	2	
21	✓		1	2	6 second floor flats
22	✓		1	3	
23		✓	S	3	
24		✓	1	3	3 fourth floor flats

Page No. _____
 Date: _____

Widdersham Road, London
 Location of car free units

CAR RESTRICTION TABLE

WED- PK-07

Page No. _____
 O.F. _____

NORTHGATE SE GIS Print Template



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Application ref: 2019/3283/P
Contact:
Tel: 020 7974
Date: 28 September 2020



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

Phone: 020 7974 4444

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

JMS Planning & Development Ltd
Build Studios
203 Westminster Bridge Road
London
SE1 7FP

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:
24 Wedderburn Road
London
NW3 5QG

Proposal:

DECISION
Amalgamation of 8 studio units to create 4 larger studio units at first floor level the conversion of no. 22 and no. 23 units at third floor level into three units; erection of a single storey ground floor side and rear extension; replacement of two windows with double doors and associated Juliet balcony on the first floor rear elevation; replacement windows to the front, rear and side elevations; relocation of the side elevation ground floor door; alterations to the front boundary treatment; installation of a bin store and 2 visitor cycle parking spaces to the front garden; installation of 22 long stay cycle parking spaces to the rear garden; hard and soft landscaping to the front and rear gardens; removal of 2 trees in the rear garden; and associated external works.

Drawing Nos: Cover Letter; Planning Design & Access and Heritage Statement; Tree Protection Plan Rev A; Tree Report Method Statement May 2020; Sustainability Statement; Existing and Proposed Area Schedule; Typical Existing & Proposed Windows WED-PL-WS-01; WED-PL-WS-02; WED-PL-WS-03; WED-PL-WS-04; WED-PL-WS-05; WED-PL-WS-06; WED-PL-WS-07; WED-PL-WS-08; WED-PL-WS-09; WED-PL-WS-10; WED-PL-WS-11; WED-PL-WS-12; WED-PL-WS-13; WED-PL-WS-14; WED-PL-WS-15; WED-PL-WS-16; WED-PL-WS-17; WED-PL-WS-18; WED-PL-WS-19; WED-PL-WS-20; WED-PL-WS-21; WED-PL-WS-22; WED-PL-WS-23; WED-PL-WS-24; WED2-PL.1D; WED2-PL.1B; WED2-PL.1.2A; WED2-PL.2F; WED2-PL.3F; WED2-PL.9D; WED2-PL.10C; WED2-PL.4A; WR-04/2020-PL/EL.04; WR-04/2020-PL/EL.03; WED3-PL.6F; WED3-PL.7F; WED3-PL.8E.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017 and policies NE2 and NE4 of the Hampstead Neighbourhood Plan 2018.

- 6 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the arboricultural report inc. tree protection plan by Glen Harding Trees ref. GHA/MS/126360:20 dated 27th May. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with BS5837:2012 and with the approved protection details. The works shall be undertaken under the supervision of the project arboriculturalist in line with the approved arboricultural report.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the Camden Local Plan.

- 7 The flat roof of the single storey rear extension hereby approved shall not be used as a roof terrace and must only be accessed for maintenance purposes.

Reason: To protect the amenity of neighbouring occupants in accordance with policy A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 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).
- 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, 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.

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
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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 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 Development 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 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 residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 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 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 2019/3283/P the date upon which the Development will be ready for Occupation.

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

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2019/3283/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

EXECUTED AS A DEED BY)
AKELIUS UK TWELVE LIMITED)
acting by a Director in the presence of)
a witness).....
Director *Filip Gustavsson*

Witness signature:
Witness name: *PAUL GRUNDY*.....
Address: *FLEETS.....IS.....WHITEHALL*
.....PARK.....LONDON.....N19 3TS
.....
.....
Occupation: *ASSET MANAGER*.....



**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
24 WEDDERBURN ROAD LONDON NW3 5QG**

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

..... [REDACTED]

Authorised Signatory

