

DATED

31st July

1996

(1) UNIVERSITY OF NORTH LONDON

and

(2) DORRINGTON PROPERTY DEVELOPMENTS LIMITED

and

(3) COMMUNITY HOUSING ASSOCIATION
LIMITED

-and-

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

AGREEMENT

Relating to land known as
1 Prince of Wales Road London NW3

Amanda Kelly
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP
BMAC AGMNT 30496808 DOCC
28JUN96 DOC

THIS AGREEMENT is made the 31st day of

July

1996

BETWEEN

- (1) **UNIVERSITY OF NORTH LONDON** whose registered office is situate at 166 220 Holloway Road London N7 8DB (hereinafter called "**the Owner**") of the first part
- (2) **DORRINGTON PROPERTY DEVELOPMENTS LIMITED** whose registered office is situate at 16 Hans Road London SW3 (hereinafter called "**the Developer**") of the second part
- (3) **COMMUNITY HOUSING ASSOCIATION LIMITED** whose registered office is situate at 100 Chalk Farm Road London NW1 8EH (hereinafter called "**the Housing Association**") of the third part
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall Euston Road London NW1 2RU (hereinafter called "**the Council** ") of the fourth part

WHEREAS

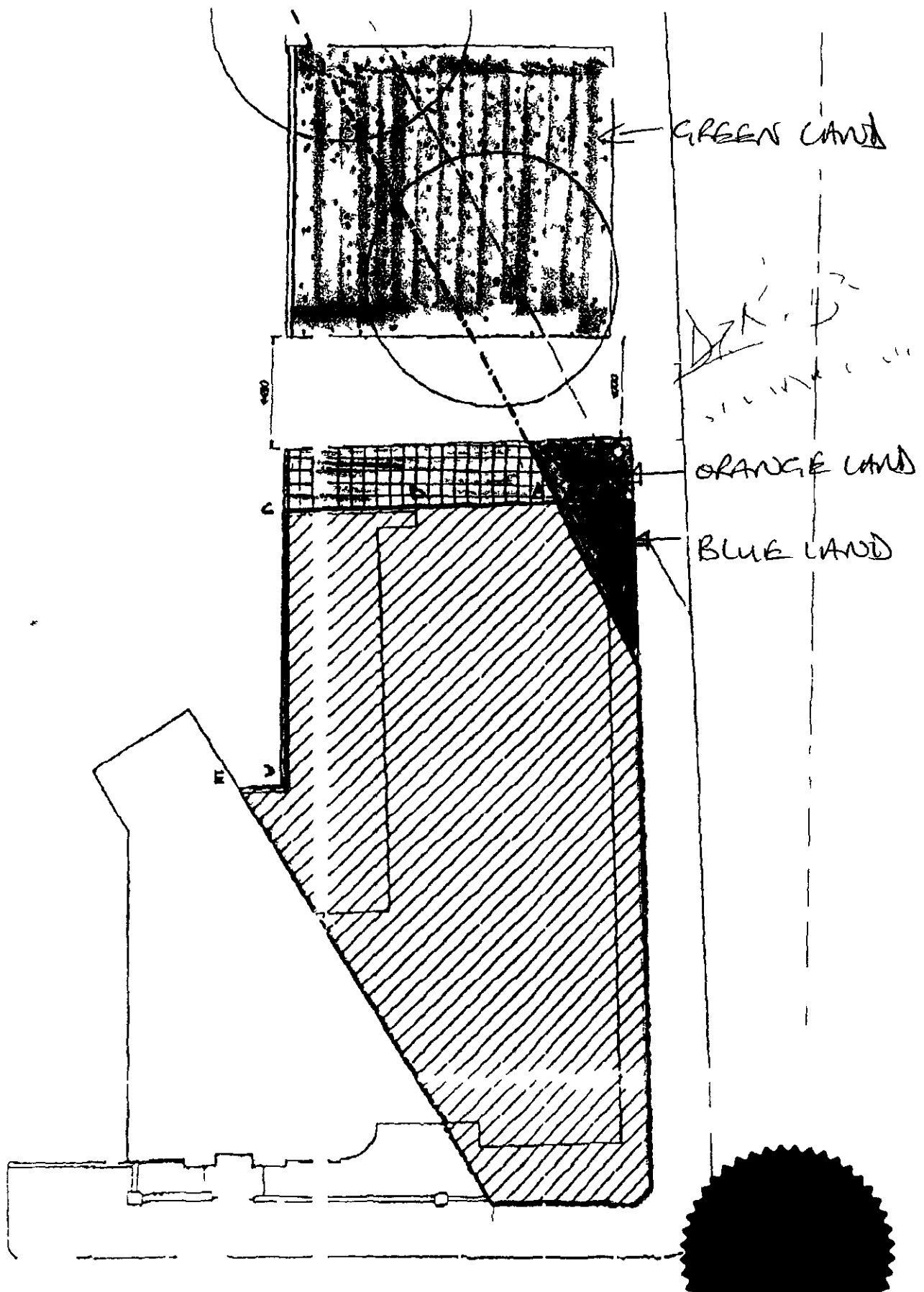
- 1.1 The Owner is registered at H M Land Registry with Title absolute under Titles Number 149217 NGL 701801 and 169363 as the Freehold proprietor of the Property
- 1.2 The Developer has the benefit of an Agreement for sale of the Property (with other land) with the Owner dated 13th April 1995 and registered in the Charges Register of the freehold title to the Property
- 1.3 By an agreement dated 31st July 1996 the Developer contracted to transfer to the Housing Association the Affordable Housing land
- 1.4 The Council is the local planning authority for the purposes of the Act and the highway authority for the purposes of the Highways Act 1980
- 1.5 The Owner the Developer and the Housing Association are interested parties for the purposes of Section 106(9) of the Act
- 1.6 A revised planning application was submitted by Gerald Eve on behalf of the Developer on the 22nd April 1996
- 1.7 The Council consider 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
- 1.8 For the purpose the Owner the Developer and the Housing Association are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1990
- 1.9 The Council has resolved to grant planning permission upon the Application subject to the conditions set out in the Planning Permission of even date herewith and subject to the covenants undertakings and restrictions herein contained

10 Save for the provisions of Clauses 10 4 and 10 5 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come into effect upon the Implementation Date

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 Affordable Housing Development'** the erection on the Affordable Housing Land, ^{and other land} a new building providing nine residential units for affordable housing and two parking spaces
- 2.3 **'the Affordable Housing Land'** the land (being part of the Property) shown for the purposes of identification only edged in red on Plan A
- 2.4 **"the Agreement"** this Planning Obligation made pursuant to S 106 of the Act
- 2.5 **the Application'** the Application submitted on behalf of the Developer by Gerald Eve of 7 Vere Street London W1M 0JB and which was given reference number 9502134R1
- 2.6 **Environmental Improvements** landscaping and associated works details of which shall be submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) the area coloured green on Plan A
- 2.7 **the Green Land'** the area coloured green on Plan A
- 2.8 **'the Implementation Date** the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act
- 2.9 **Plan A and Plan B'** the plans marked Plan A and Plan B annexed to this Agreement
- 2.10 **the Planning Permission** a planning permission granted for the Property including the Affordable Housing Land, ^{and other land} in the form annexed hereto or such other planning permission as shall be granted pursuant to Clause 9 2 hereof
- 2.11 **the Property'** all those land and buildings situate at 1 Prince of Wales Road London W3 shown for the purposes of identification only edged red on Plan B



GREEN LAND

DRINKING WATER

ORANGE LAND

BLUE LAND

Area 1 Description
Area 2 10

1 Map Sheet
Lancon P. 20
1/4 of 1 0 5 1
Case D 4 2 2 8

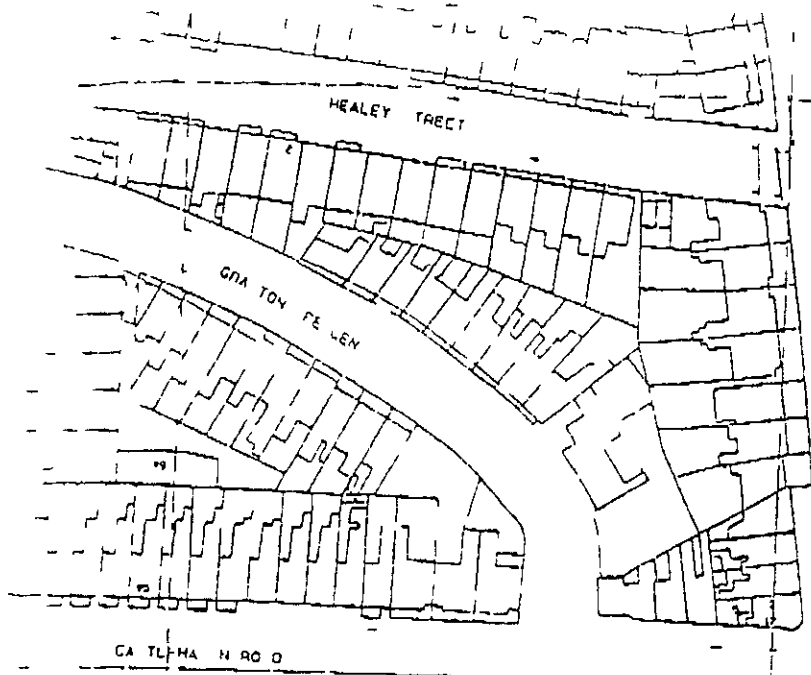
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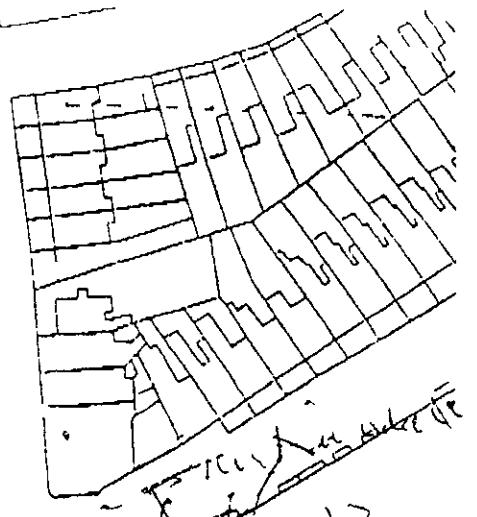
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S 106
PLAN A

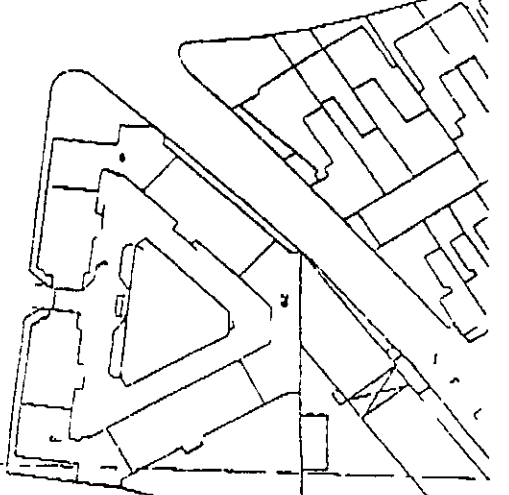
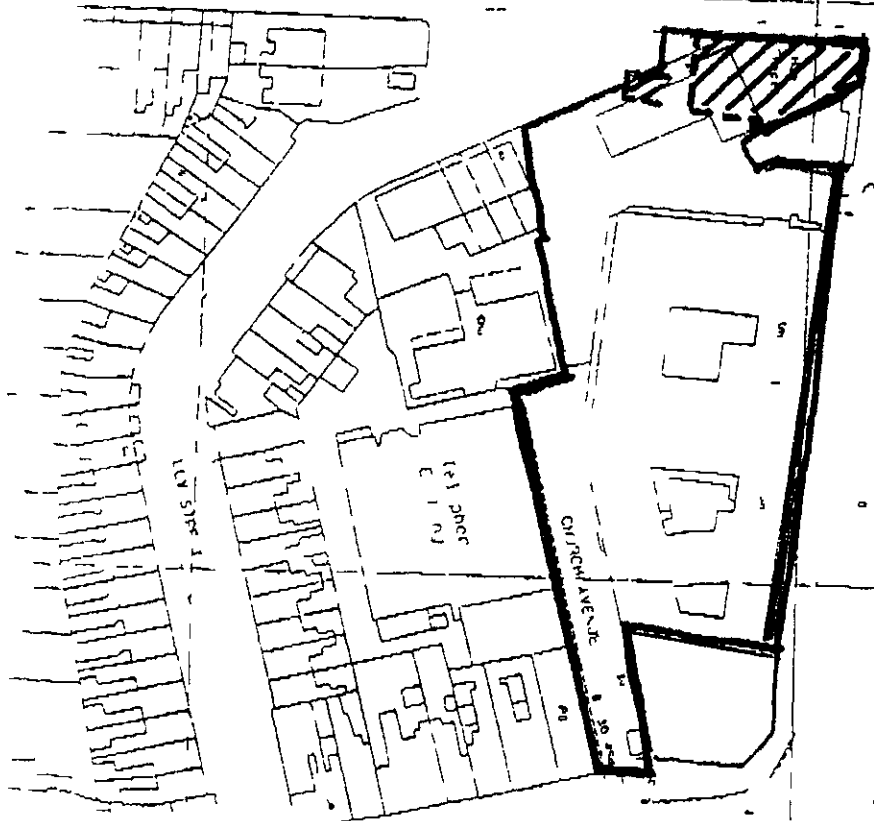


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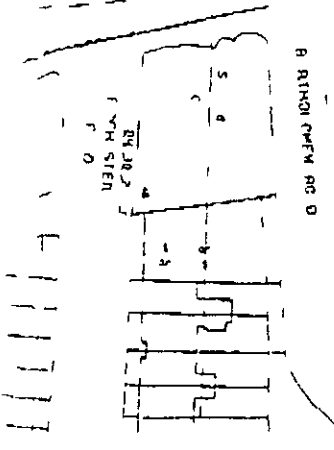
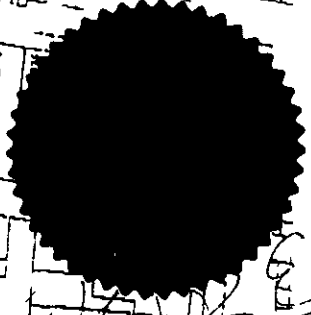
1496
**OVERALL HOUSING
 SITE OUTLINED**
**SOCIAL HOUSING SITE
 HATCHED**

CA TL MA N RO D



TON RD

WEN TON POWA ROAD



S 106
 PLAN B

TOTAL P 003

- 1- **the Stopping Up Order"** order made pursuant to Section 247 of Act in respect of the land coloured blue and orange on Plan A authorising the stopping up or diversion of the Highway

NOW THIS DEED WITNESSETH as follows

THIS AGREEMENT is made in pursuant 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 the Developer and the Housing Association and against any person deriving title to the Property or part thereof from them

- It is hereby agreed between the parties that save for the provisions of Clauses 10 4 and 10 5 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner the Developer and the Housing Association upon the Implementation Date

THE COUNCIL HEREBY agrees

- 1 with the other parties to this Agreement to grant the Planning Permission on the date hereof and
- 2 with the Developer to afford to the Developer all such access to that part of the Green Land that is not within the Property as is required to enable the Developer to comply with its obligations under Clause 6 1 hereof and undertake the works so that part of the Green Land in accordance with the details set out in the Schedule to this Agreement and
- 3 with the Developer to transfer all its interest (if any) in the land shown coloured orange in Plan A to the Developer within one month of the date of this Agreement and
- 4 with the Housing Association to transfer all its interest (if any) in the land shown coloured blue on Plan A within one month of the date of this Agreement

6 **THE OWNER AND DEVELOPER** each severally agrees declares and covenants with the Council as follows

- 6 1 to undertake and complete or procure the undertaking and completion of the Environmental Improvements to the Green Land prior to the completion of the Development permitted by the Planning Permission and
- 6 2 to transfer or procure the transfer of the Affordable Housing Land and the grant of a 999 year lease of the land coloured brown on Plan A to the Housing Association within six months of the date of this Agreement and
- 6 3 to obtain any licences consents or approvals (if any) required for the Environmental Improvements on the Green Land

7 **THE DEVELOPER AND THE HOUSING ASSOCIATION** each severally agrees declares and covenants with the Council that they will apply for the Stopping Up Order within two months of the date of this Agreement and take all reasonable endeavours to obtain the Stopping Up Order as soon as possible thereafter

THE OWNER AND DEVELOPER each severally covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement or arising from the existence of this Agreement

THE HOUSING ASSOCIATION agrees and declares and covenants with the Council as follows

that it will (subject to first obtaining the Stopping Up Order) construct the Affordable Housing Development in accordance with the Planning Permission and

- that in the event that it shall have failed to obtain the Stopping Up Order (having complied with its obligations under Clause 7 hereof) it shall as soon as possible thereafter submit an alternative planning application for the erection on the Affordable Housing Land (~~less the land coloured orange on Plan A~~) of a new building providing nine residential units for affordable housing and shall use its reasonable endeavours to secure a planning consent pursuant to such alternative planning application

10 **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that

- 10.1 Each of the Owner and Developer and Housing Association shall be bound by the obligations given to the Council arising pursuant to this Agreement only in respect of any part of the Property or Affordable Housing land to the extent that and during such time as the legal and equitable interest therein shall be vested in it and no person shall be liable for a breach of covenant or breach of any obligation contained in this Agreement after it shall have parted with all its legal and equitable interest in any relevant part of the Property
- 10.2 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory function or in any other capacity
- 10.3 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference CLS/ENV/ CHL/10270//JAL) London Borough of Camden Town Hall Judd Street London WC1H 9LP and any notice to the Owner to be addressed to the relevant registered office for the time being
- 10.4 This Agreement shall be registered as a Local Land Charge
- 10.5 The Developer agrees to pay the Council its reasonable legal costs incurred in preparing this Agreement
- 10.6 At the Termination of this Agreement (by effluxion of time or otherwise) the Council shall upon written notice from the Owner or its successors in title procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 10.4 hereof
- 10.7 Any land transferred pursuant to this Agreement to the Housing Association will be held by it as a charity and the Housing Association is an exempt charity

3 OPERATING OF THE WORKS

The Council may issue an instruction to Developer to open up or expose any part of the Works which has been covered up without having previously been inspected by the Council

4 REMEDIAL WORKS

- 1 Subject to paragraphs 4(ii) 4(iii) and 4(iv) if the Works are not constructed to the reasonable satisfaction of the Council in accordance with the terms of this Agreement the Council may execute the relevant part or parts of the Works in accordance with the provisions of this Agreement by its own employees or contractors and recover its reasonable and proper costs
- 4.2 Before starting any works under paragraph 4.1 the Council shall first give the Developer *twenty working days written notice* or (in the event of there being a significant danger to users of the highway) such lesser period as may in the circumstances be reasonable of its intention to do so
- 4.3 Any notice service under paragraph 4.2 shall specify the period of the notice ('**the notice period** ') the extent of the work which the Council proposes to carry out and full details of all matters in respect of which it is alleged the Works have not been carried out in accordance with the terms of this Agreement
- 4.4 If before the expiry of the notice period the Developer serves written notice upon the Council that the Developer intends diligently to execute the works specified in the notice in accordance with the terms of this Agreement the Council shall not be entitled to execute the relevant part or parts of the Works specified in the notice served under paragraph 4.2 unless the Developer then fails to execute those works
- 4.5 The Council shall not be entitled to redesign the Works after the design of the Works has been approved by the Director

5 INSPECTION AND CERTIFICATION

- 5.1 The Council shall attend and (where appropriate re attended to inspect the Works for the purpose of issuing the Certificate of Completion or Defects Correction Certificates within 72 hours of being requested so to do by the Developer
- 5.2 Unless the Works have not been substantially completed or (on the case of a Defect Correction Certificate) the works have not been made good or the Maintenance Period shall not have expired or the provisions of paragraph 6 have not been complied with *within the Maintenance Period* the Council shall within 5 working days of inspection issue the relevant Certificate
- 5.3 In the event (and on each occasion) that he is not able to issue the relevant certificate as a result of the existence of damage or defects such as are identified in Paragraph 7 the Director shall within five days of such inspection issue a schedule of remedial works required to be carried out before he may issue the relevant certificate

6 **TWELVE MONTHS MAINTENANCE PERIOD**

1 The Developer shall at no cost to the Council for a period of 12 months from the date
of the issue of the or (if relevant) each Certificate of Completion reinstate and make
good any damage or defect in the Works so certified which in the reasonable and
proper opinion of the Council shall have arisen out of any defect in the design of the
Works or the use of defective workmanship or materials not in accordance with the
scheme which shall become apparent during that or if relevant such period of 12
months

- The Development shall for a period of 12 months from the date of the issue of the
Certificate of Completion maintain the works save for street sweeping gritting lighting
gully cleaning and making good accidental damage (from vehicular accident or
otherwise) deriving from the use of the highway by general public all of which matters
shall be the responsibility of the Council as Highway Authority

- **THE DEFECTS CORRECTION CERTIFICATE**

- 1 Subject to paragraph 7 2 as from the date twelve months from the date that any part of
the Works is the subject of a Defects Correction Certificate those works shall in all
respects be maintained by and at the cost of the Council

- 2 In the case of highway gullies and connections which are not to be maintainable by or
at the expense of the Council under Paragraph 7 1 the Defects Correction Certificate
shall extend only so far as the point of entry of such road gullies and connections into
the surface water sewers which are to be so maintainable

8 **DEFECTS OUTSTANDING AT END OF MAINTENANCE PERIOD**

If upon the expiration of the Maintenance Period the Developer fails to reinstate and
make good any damage or defect in the relevant certified Works as referred to in
paragraph 6 to the satisfaction of the Director the Council after giving not less than 20
working days written notice of its intention to the Developer may subject to paragraph
6 execute or complete the relevant works and recover its reasonable and proper costs
from the Developer

9 **SUPERVISION FEES**

To pay the Council's reasonable fees for inspecting the works at a rate of £40 00
period hours up to a maximum of £1 600

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8EQ

Tel 0171 278 4444
Fax 0171 860 5713

Gerald Eve
Ref 4 BULLOCK (J/3-67)
7 Vere Street
London
W1M 0JB

Application No 9502134R1
Case File G11/26/2

Date

Dear Sir(s)/Madam

DECISION

Town and Country Planning Act 1990
Town and Country Planning (General Development Procedure)
Order 1995
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT - Subject to Conditions

Address
1 Prince of Wales Road, N45

Date of Application 22/04/1996

Proposal

Change of use from education to residential including works of partial demolition, alterations and extensions to form 58 residential units and 58 carparking spaces in the main building and the erection of a new building providing 9 residential units for affordable housing and two parking spaces. Works to include landscaping and associated highways works, as shown on drawing numbers PP-001, PP-002-1C, PP-003-1A, PP-004-1A, PP-005-1A, PP-006-1A, PP-007-1A, PP-008-1A, PP-009-1A, PP-010-1A, PP-011-1A, PP-012-1A, PP-013-1A, PP-014-1A, PP-015-1A, PP-016-1A, PP-017-1A, PP-018-1A, PP-019-1A, PP-020-1A, PP-021-1A, PP-022-1A, PP-023-1A, PP-024-1A, PP-025-1A, PP-026-1A, PP-027-1A, PP-028-1A, PP-029-1A, PP-030-1A and relating to the conversion of the main building and, PP-001-1C, PP-002-1B and PP-003-1A relating to the construction of a new building fronting Castlehaven Road.

The Council has considered your application and decided to grant permission subject to the following conditions

Standard condition

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission

Standard Reason

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Additional conditions

- 1 The details of the elevations and facing materials to be used on the new building shall not be otherwise than as shall have been submitted to and approved by the Council before any work on the site is commenced
- 2 No development shall take place until full details of hard and soft landscaping and means of enclosure of all unbuilt open areas have been submitted to and approved by the Council.
- 3 No development shall take place until full details of the proposed vehicular access arrangements have been submitted to and approved by the Council
- 4 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die or 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 Council gives written consent to any variation
- 5 Notwithstanding the provisions of Article 3 of the Town and Country Planning General Development Order 1990 or any Order revoking and re-enacting that Order no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) or Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council
- 6 The whole of the development shall be carried out and completed in accordance with the approved drawings unless otherwise agreed with the Council
- 7 The whole of the car parking accommodation shown on the drawings shall be provided and retained permanently for the parking of vehicles of the occupiers and users of the remainder of the building

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8EQ

Tel 0171 278 4444
Fax 0171 860 5713

Reasons for additional conditions

- 1 To ensure that the Council may be satisfied with the external appearance of the building
- 2 In order that the Council may give consideration to the details of the proposed development
- 3 In order that the Council may give consideration to the details of the proposed development
- 4 To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme
- 5 To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations
- 6 To ensure that the Council may be satisfied with the external appearance of the building
- 7 To ensure the permanent retention of the accommodation for parking purposes and to ensure that the use of the building does not add to traffic congestion

Informatives (if applicable)

- 1 The development hereby approved must be carried out in accordance with the plans submitted in support of the application. Any alteration to the approved scheme either from the requirements of the Building Control Manager, or for any other cause must not take place except with the written agreement of the Council as local planning authority
- 2 Works or construction and ancillary activity should not take place other than between the hours of 8 am to 6 pm on Monday to Friday and 9 am to 4 pm on Saturday, with no working on Sunday or Bank Holidays, in order to comply with locally enforced standards

London Borough of Camden
Town Hall
Argyle Street
London WC1H 8EQ

Tel 0171 278 4444
Fax 0171 860 5713

- 3 If a revision to the postal address becomes necessary as a result of this development application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to Records and Information Team (Street Naming and Numbering) Environment Department Camden Town Hall Argyle Street London WC1H 8EQ Tel 0171 860 5613
- 4 You are advised that there may be a public right of way across the site from Kelly Street to Hope Chapel


This application was dealt with by Ian Pester on 0171 860 5970

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information

Yours faithfully

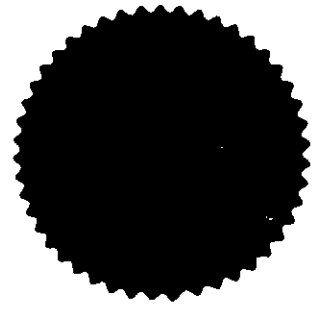

Environment Department
(Duly authorised by the Council to sign this document)

DeciplanWC/TFU



THE COMMON SEAL of
COMMUNITY HOUSING
ASSOCIATION LIMITED was hereunto
affixed in the presence of

)
)
)
)



Authorised Signatory

[Handwritten signature]

[Handwritten text]