

DRAFT HEADS OF TERMS – SECTION 106 AGREEMENT

13 Netherhall Gardens, London, NW3 5RN

Without Prejudice

The Applicant has prepared the following draft Heads of Terms.

The covenants and obligations are in accordance with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and relate to the application site at 13 Netherhall Gardens, London, NW3 5RN ('the Site').

The draft obligations set out in these proposed Heads of Terms are subject to further discussions with Southwark Council.

1 PARTIES

- 1.1 The Agreement will be between Re-Creo Netherhall Gardens Ltd ('the Applicant') and Camden Council ('the Council').
- 1.2 Having regard to the provisions of the Development Plan and to all other material considerations, the Applicant is minded to give this undertaking to secure the planning obligations associated with the Development, subject to the grant of planning permission for the proposed development.

2 STATUTORY AUTHORITY

- 2.1 The Agreement will be entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) ('the 1990 Act') and will contain planning obligations on behalf of the Owner capable of enforcement by the Council.

3 DEVELOPMENT

- 3.1 The Agreement will relate to the redevelopment of the Site ('the Development'), which is currently proposed as follows:

"Proposed development of land adjacent to Elm Tree House to provide a new residential building of four storeys and comprising 6 residential flats (Use Class C3), works to the front boundary wall, external hard and soft landscaping, cycle parking and associated works."

4 CONDITIONALITY

- 4.1 The obligations and restrictions contained within the Agreement will be conditional upon prior satisfaction of the following events:
 - The grant of planning permission by the Council for the Development; and
 - The service of a written notice by the Applicant on the Council that the Development is to be commenced or the earlier commencement of the Development by the carrying out of a material operation (as defined in the 1990 Act) i.e. implementation, but not including archaeological investigations, demolition, remediation, site clearance, site preparation or surveys) diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements.

5 AFFORDABLE HOUSING

- 5.1 The Applicant proposes a payment in lieu of affordable housing in accordance with Policy H4 of the Camden Local Plan.
- 5.2 The Applicant proposes that the affordable housing contribution will be made in accordance with the Council's sliding scale target that applies to developments that provide one or more additional homes. The contribution will start at 2% for one home and increasing by 2% of for each home added to capacity, thereby totalling 12% of the proposed gross internal area (GIA).

6 PLANNING OBLIGATIONS

- 7.1 The Applicant will inform each new occupier of the Development of the Council's car-free policy, which means that they shall not be entitled to a Residents Parking Permit (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 7.2 The Applicant shall submit a Construction Management Plan to the Council prior to the implementation of the Development.
- 7.3 The Applicant shall pay to the Council the Construction Management Plan Bond in full prior to or on the date of implementation of the Development.
- 7.4 The Applicant shall pay to the Council a Highways Contribution in respect of any Highways Works prior to or on the date of implementation of the Development. On completion of the Highway Works, the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 7.5 The Applicant shall submit an Energy Efficiency and Renewable Energy Plan prior to the implementation of the Development.

7 RELEASE AND SUBSTITUTION

- 7.1 It shall be a term of the Agreement that upon parting with its interest in the Site any party shall be released from all its respective obligations, rights and duties under the terms of the Agreement insofar as they are referable to its ownership or relate to any such part of the Site (save in respect of any liability for any prior breach of the Agreement).

8 REASONABLENESS

- 8.1 Unless otherwise specified, where any agreement, certificate, consent, permission, expression of satisfaction or other approval is required to be given by the Council or any other person on its behalf under the terms of the Agreement, the same shall not unreasonably be withheld or conditioned or delayed.

9 ALTERNATIVE PLANNING PERMISSIONS

- 9.1 Nothing contained in the Agreement shall prohibit or limit the Development of any part of the Site in accordance with any planning permission (other than the permissions specifically contemplated by the Agreement) granted either before or after the date of the Agreement.

15 December 2022