

Table 2 : Trips and Trip Rates Observed on 27/4/99 for Brompton Park

~~138~~

~~139~~ 634

BROMPTON PARK

No of units = 317

Time	Left in			Right in			Left out			Right out		
	Lights	Heavies	Total	Lights	Heavies	Total	Lights	Heavies	Total	Lights	Heavies	Total
0700-0715	0	0	0	0	0	0	0	0	0	4	0	4
0715-0730	1	0	1	0	0	0	0	0	0	3	0	3
0730-0745	1	0	1	0	0	0	0	0	0	4	0	4
0745-0800	0	0	0	0	0	0	0	0	0	3	0	3
0800-0815	1	0	1	0	0	0	0	0	0	3	0	3
0815-0830	2	0	2	0	0	0	0	0	0	4	0	4
0830-0845	1	0	1	0	0	0	0	0	0	2	0	2
0845-0900	1	0	1	0	0	0	0	0	0	5	0	5
0900-0915	1	0	1	1	0	1	0	0	0	4	0	4
0915-0930	4	0	4	1	0	1	0	0	0	2	0	2
0930-0945	5	1	6	0	0	0	0	0	0	2	0	2
0945-1000	0	0	0	0	0	0	0	0	0	2	0	2
TOTAL	17	1	18	2	0	2	0	0	0	38	0	38

Time	Trips		
	Ins	Outs	Total
0700-0715	0	4	4
0715-0730	1	3	4
0730-0745	1	4	5
0745-0800	0	3	3
0800-0815	1	3	4
0815-0830	2	4	6
0830-0845	1	2	3
0845-0900	1	5	6
0900-0915	2	4	6
0915-0930	5	2	7
0930-0945	6	2	8
0945-1000	0	2	2

Time	Hourly Trips		
	Ins	Outs	Total
0700-0800	2	14	16
0730-0830	4	14	16
0800-0900	5	14	16
0830-0930	9	13	38

Time	Trip Rates		
	Ins	Outs	Total
0700-0800	0.01	0.04	0.05
0730-0830	0.01	0.04	0.05
0800-0900	0.02	0.04	0.06
0830-0930	0.03	0.04	0.07

Time	Left in			Right in			Left out			Right out		
	Lights	Heavies	Total	Lights	Heavies	Total	Lights	Heavies	Total	Lights	Heavies	Total
1630-1645	2	0	2	0	0	0	0	0	0	0	0	0
1645-1700	0	0	0	0	0	0	0	0	0	1	0	1
1700-1715	5	0	5	0	0	0	0	0	0	0	0	0
1715-1730	1	0	1	0	0	0	0	0	0	3	0	3
1730-1745	3	0	3	0	0	0	0	0	0	1	0	1
1745-1800	5	0	5	0	0	0	0	0	0	0	0	0
1800-1815	2	0	2	0	0	0	0	0	0	3	0	3
1815-1830	2	0	2	0	0	0	0	0	0	0	0	0
TOTAL	20	0	20	0	0	0	0	0	0	8	0	8

Time	Trips		
	Ins	Outs	Turning
1630-1645	2	0	2
1645-1700	0	1	1
1700-1715	5	0	5
1715-1730	1	3	4
1730-1745	3	1	4
1745-1800	5	0	5
1800-1815	2	3	5
1815-1830	2	0	2

Time	Hourly Trips		
	Ins	Outs	Total
1630-1730	8	4	12
1700-1800	14	4	18
1730-1830	12	4	16

Time	Trip Rates		
	Ins	Outs	Total
1630-1730	0.03	0.01	0.04
1700-1800	0.04	0.01	0.05
1730-1830	0.04	0.01	0.05

R.B.K. & C.
TOWN PLANNING
02 JUN 1999
RECEIVED

PLANNING AND CONSERVATIONTHE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS



**THE ROYAL
BOROUGH OF****KENSINGTON
AND CHELSEA**

Bob Sellwood
Sellwood Planning
Highgate House
Bambers Green, Takeley
Bishop's Stortford
Herts. CM22 6PESwitchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361-2057
Facsimile: 0171-361-3463
Email: plndmt@rbkc.gov.uk
Mr.: D. Taylor1st June 1999 ✓My reference: DPS/DCC/TP/98/ Your reference:
2126/PP/99/0733

Please ask for: Mr D. Taylor

Dear Sir,

Town and Country Planning Act 1990
Campden Hill Reservoirs, W8

Further to recent correspondence in relation to the provision of affordable housing on the above site, I write to enquire as to whether the previously requested appraisal of this is yet available?

In particular, I require further information as to how your clients justify, as I understand is the case at present, a £5,000 per annum service charge for the affordable housing flats. This seems very high, and I am sure that there will be methods by which such a charge could be significantly reduced.

The Council has now selected the Notting Hill Housing Trust as the chosen partner in this development proposal, and we have had initial discussions with them as to how affordable housing on this site might best be facilitated. The Trust will be contacting you separately on this, in order to further discussions as quickly as possible in relation to this matter.

Yours faithfully,

Derek Taylor
Area Planning Officer
for
Executive Director, Planning & Conservation

cc LeVerne Parker, Legal Services

R

1/6/99 (636)

Notes from meeting with NHAAT

~~(636)~~

— £5,000 service charges — no evidence put forward by applicants as to why this charge has to be so high. Effectively pricing out RSC's here

35% of the additional units for the site could / should be affordable, but not under their proposals!

100% TCI far too high!

DT (and NHAAT) to write to dev's

— why £5,000 charge

— NHAAT now chosen partner as prep.

~~or making~~

PC → DT

DT
SP Sellywood Planning
637

2nd June 1999

Ref: RMS/StJ/CAM/99105

Chartered Town Planners
Chartered Surveyors

Highgate House
Bambers Green
Takeley
Bishop's Stortford
Herts CM22 6PE

Telephone (01279) 871799
Facsimile (01279) 870790
Mobile 07801 321162

Executive Director Planning & Conservation

Royal Borough of Kensington & Chelsea
The Town Hall
Hornton Street
London
W8 7NX

RECEIVED								PLANNING SERVICES	
EX DIR	HDC	N	C	SW	SE	ENF	AO ACK		
04 JUN 1999								43	
APPEALS	IO	REC	ARB	FWD PLN	CON DES	FEE			

FAO : D Taylor

RECEIVED SERVICES

FAX (Letter only) & POST

COPY OF PLANS TO INFORMATION OFFICE PLEASE

04 JUN 1999

COPY OF PLANS TO INFORMATION OFFICE PLEASE

Applications & Appeals By **St James Homes Ltd.**
Camden Hill Reservoirs

Dear Sir

Since I understand that Derek Taylor is on leave this week I would be grateful for your response on the following points;

1. I enclose five copies of plan 7650/P100/B which shows five additional car parking spaces. This regularises the car parking situation to accord with the earlier amendment to increase the number of flats in the "Aubrey Walk" apartment block from 12 to 17. I would be grateful for your confirmation whether these plans;
 - X (a) can be treated as an amendment to the application which is going to Committee on the 8th June 1999, or
 - ✓ (b) if you propose to treat the plan as an informative which demonstrates that the requisite number of spaces can be provided on site.
 - ✓ (c) could you also confirm that you would have no objection to the plan being considered by the Inspector at the Inquiry commencing on the 20th July.
- ✓ 2. I would be grateful if you could fax me a copy of the Committee Report on my client's planning and conservation area consent applications which are due to be considered by Members on the 8th June. Could you further confirm

(638) (142)

that where an application is recommended for refusal that neither the applicant nor third parties are able to address the Committee.

4pm

3. Could you confirm the arrangements for the delivery of the model and boards to the Council Chamber.
4. I note from paragraph 2.4 of the pre Inquiry statement that reference is made to the "Council's register of Open Space". Can you confirm that this is the Open Space Survey undertaken in 1992 in support of the emerging UDP. Can you additionally advise on the extent of public consultation given to the document in 1992.
5. I understand that your Council made a return to the DETR concerning the National Land Use Database. Can you confirm whether this site was included in your response. If it was, can you clarify the basis of the response.
6. I believe our respective solicitors are still seeking to reach an agreement on the affordable housing S106. Since I consider that an early meeting would expedite this process, I look forward to hearing from you with a date for a meeting.

I am anticipating that the Inspector will use the pre Inquiry meeting to urge parties to agree as many areas of their evidence as possible prior to the Inquiry. In view of this, perhaps we could arrange a meeting immediately following the pre Inquiry meeting to discuss such points.

I look forward to hearing from you.

Yours faithfully



R M Sellwood
Encls.

cc. M Simms/P Hull
T Blaney
G Binmore
S Watts
N Hawkey
J Mills

LEGAL SERVICES

THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

(Handwritten initials)
(639)

DIRECTOR OF LEGAL SERVICES A.G.PHILLIPS LLB, SOLICITOR

T Blaney Esq
Messrs Lawrence Graham
DX: 39
London Chancery Lane WC2

TELEPHONE 0171-361-2180
FACSIMILE 0171-361-3488
DX 84015 Kensington High Street 2
INTERNET tellsp@rbkc.gov.uk

02 June 1999

My reference:
LP/10018473

RECEIVED BY PLANNING SERVICES									
TDB	EX DIR	HDC	N	C	SW	SF	ENF	AO ACK	
03 JUN 1999									
APPLS	IG	REC	ARH	FWD PLN	CON DES	FEES			

Please ask for:
LeVerne Parker

Dear Mr Blaney

Campden Hill Reservoir

Further to my letter of 28 May 1999 I am now able to deal with the points outstanding from your letter of 27 May 1999 as follows:-

1. The draft alterations the Council is likely to be referring to are the alterations to Policy H22, the supporting text to Policy H22 and the Schedule of Major Development Sites. Copies are enclosed herewith.
2. The traffic surveys referred to are those submitted on behalf of your client in support of the applications.
3. With regard to the planning files, the documents the Council may refer to are the applications and documents in support, correspondence between the parties and third party representations. You should already have copies of these documents but if there is anything specific your require please let me know.

I refer to our telephone conversation yesterday when you requested a copy of the questionnaire. Unfortunately, the questionnaire sent to the Planning Inspectorate was completed incorrectly by one of the Planning Department's Administrative Officers. Another questionnaire has been completed and I enclose a copy.

Thank you also for your letter of 1 June. I have asked for the documents you requested to be copied and will forward these to you as soon as they are available.

Yours sincerely

LeVerne Parker
for Director of Legal Services

Encs

cc: Planning & Conservation - Derek Taylor

LEGAL SERVICES
THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

COPY

646
105

DIRECTOR OF LEGAL SERVICES A.G.PHILLIPS LLB, SOLICITOR

T Blaney Esq
Messrs Lawrence Graham
DX: 39
London Chancery Lane WC2

TELEPHONE 0171-361-2180
FACSIMILE 0171-361-3488
DX 84015 Kensington High Street 2
INTERNET tcllsp@rbkc.gov.uk

BY FAX & DX: 0171 480 5156

4 June 1999

My reference: LP/10018473

Your reference: TDB

Please ask for: LeVerne Parker

Dear Mr Blaney,

Campden Hill Reservoir

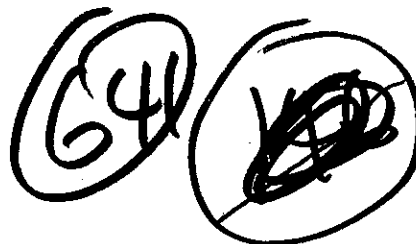
Further to my letter of 2 June 1999 I would advise you that the Council may also refer to a survey carried out on its behalf by LRC in connection of the number of the people using the tennis club and their mode of travel.

I understand that your client's travel consultant met today with Mrs Gillian Palmer, the Council's traffic consultant and at the meeting he was given a copy of the results of the LRC survey.

Yours sincerely,

LeVerne Parker
for Director of Legal Services

cc: Planning and Conservation - Derek Taylor



4th June 1999

Ref: RMS/StJ/CAM/99109

Executive Director of Planning & Conservation
Royal Borough of Kensington & Chelsea
The Town Hall
Hornton Street
London
W8 7NX

FAO : D Taylor

FAX & POST

Dear Sir

**Application by St James Homes Ltd.
Campden Hill Reservoirs**

I understand that at the meeting last week between Tim Farrow and Martin Simms of St James and Michael French it was indicated that the report to Committee may comment adversely on the vehicular gates.

I can confirm that in the light of the above comments my clients are content for the gates to be deleted from the scheme.

I would be grateful if you can advise your Members accordingly.

Yours faithfully

R M Sellwood

cc. M Simms/P Hull
T Blaney
G Binmore

Notting Hill Housing Trust
Grove House
27 Hammersmith Grove
London W6 0JL

Tel 0181-357 5000 Fax 0181-357 5299
DX 32758 Hammersmith 2 Exchange

Martin Simms
St James Homes Ltd
102 The Green
Twickenham
Middlesex TW2 5AG

Our ref : AM
Your ref :

Direct Line: 020 8357 5022
Direct Fax: 020 8357 5050

email : amaguire@notting.org

04 June 1999

Dear Martin

AUBREY WALK - RBKC

As you may be aware, after a competition between RBKC's approved associations, NHHG has been chosen by RBKC to be their housing association partner on the above scheme.

Your current proposals include for 17 affordable homes but you have concerns over the level of service charges you consider you will have to recover. I would be grateful if you could send me details of the estimated service charge in order that I can include it in NHHG's standard feasibility. I appreciate that it may be a rough estimate at this stage however it will allow NHHG to consider whether the proposed scheme with the estimated service is financially viable for affordable housing.

It may be useful to have a meeting to discuss potential alternative solutions in order to ensure planning permission can be obtained.

I look forward to hearing from you.

Yours sincerely

Allan Maguire
Business Development Director

b.c.c. Gerald Wild
Dawe Woods

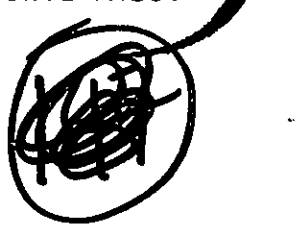
j:\nbg\aubrey\letters\letter1.doc

Providing affordable rented homes for people in housing need

642

Start Sent Phil Hayes
to David Taylor
Jon Zukowski

NOTTING HILL
HOUSING TRUST



A charity incorporated as an Industrial
and Provident Society limited by shares
registered in England (16558R)
Registered at the Housing Corporation (L0035)
Registered office Grove House 27 Hammersmith Grove London W6 0JL

Patron: HRH The Duchess of Gloucester GCVO
Founder and President: The Reverend Bruce Kenrick
Chairman: Lionel Morrison MIPR
Group Chief Executive: Peter Redman

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

643

**THE ROYAL
BOROUGH OF**



**KENSINGTON
AND CHELSEA**

Bob Sellwood
Sellwood Planning
Highgate House
Bambers Green, Takeley
Bishop's Stortford
Herts. CM22 6PE

Switchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361-2057
Facsimile: 0171-361-3463
Email: plndmt@rbkc.gov.uk
Mr.: D. Taylor

8th June 1999

My reference: **DPS/DCC/TP/98/** Your reference:
2126/PP/99/0733

Please ask for: Mr D. Taylor

Dear Sir,

Town and Country Planning Act 1990
Campden Hill Reservoir proposals - Various matters

I write in response to your letter of 2nd June 1999, and to points numbered 1 to 5 therein.

I acknowledge receipt of the revised car park layout plans, showing five additional spaces which would bring the ration of spaces to the seventeen affordable flats up to 1:1. I cannot substitute these now as formal amendments to the plans going before this Council's Planning Services Committee tonight, although I will ensure that they are brought to the attention of the Committee on an informative basis. I confirm that I have no objection to these plans being laid before the Inspector, for him to treat as he sees fit. I would point out that the extra provision would not be necessary to satisfy any Unitary Development Plan requirement; the Plan requirement is to provide a ratio of 1:1 for open market flats, but it only seeks a ration of 0.66:1 (or a two-thirds provision) for affordable housing schemes, with this requirement already satisfied by the current provision of twelve spaces for the seventeen flats.

Regarding point 2, I understand that you have now received copies of the relevant report. On Point 3, the appropriate arrangements have been made with your clients' architects.

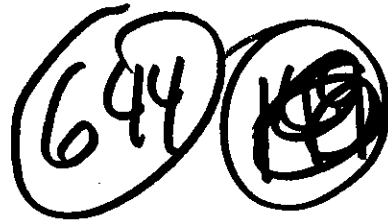
Turning to Point 4, I confirm that where reference is made to the "Register of Open Space", the document referred to is the 1992 Open Space Survey undertaken in support of the then emerging Unitary Development Plan. This document was not subject to any public consultation.

On Point 5, I confirm that this Authority has made a return to the DETR concerning the National Land Use Database, and that this site was included in that response. The site was included in Category 5 (Other previously developed land or buildings where it is known there is potential for redevelopment but the sites do not have any allocation or planning permission). Beyond that, I must advise that specific information on individual sites is confidential information, and it would not be appropriate for me to disclose it. When the NLUD site specific data is eventually published (probably some time towards the end of this summer) for each local authority a contract permitting the publication will have to be signed by this Council, although even then the data will not include sites within the "potential for redevelopment" category as it is considered that these sites may have the greatest planning sensitivity.

In response to your last paragraph, I agree that we must ensure that over the next weeks we can agree and set aside as many matters of fact, or issues presently between us, in order to clarify the matters that may still be heard at the Public Inquiry scheduled for July.

R

Yours faithfully,

Handwritten initials '644' and a signature, both enclosed in hand-drawn circles.

Derek Taylor
Area Team Leader
for
Executive Director, Planning & Conservation

LEGAL SERVICES

THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

DIRECTOR OF LEGAL SERVICES A.G.PHILLIPS LLB, SOLICITOR

Mr T Blaney
Lawrence Graham
DX 39 London/Chancery

TELEPHONE 0171-361-2617
FACSIMILE 0171-361-3488
DX 84015 Kensington High Street 2
INTERNET tcljz@rbkc.gov.uk



also by fax 0171 379 6854

9 June, 1999

My reference:
JZ/10019056

Your reference:
TDB/S3402/1

Please ask for:
John Zukowski

Dear Mr Blaney,

Campden Hill Reservoir - Proposed S106 Agreement

Thank you for your letter of 7 June regarding a meeting in respect of the above. Your request has now to be considered in the light of the following:-

- (i) the Planning Services Committee's desire to secure on-site affordable housing and its rejection of a planning obligation based on a "sequential test" as resolved in its meeting last evening
- (ii) confirmation by the Council's RSL partner, NHHT, that it does not regard properties with high service charges (circa £5,000) as being affordable and in respect of which Housing Corporation funding would not be forthcoming

Having taken instructions from my client, I have to inform you that any further meeting on this matter will only be agreed on the basis that you have proposals to meet these concerns and that the substance of these be first put in writing.

I wait to hear from you.

Yours sincerely,

John Zukowski
for Director of Legal Services

cc Derek Taylor, Planning Services - Central
Stan Logan, Housing Initiatives
LeVerne Parker, Legal Services

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16 JUN 1999					646				
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LEGAL SERVICES
 THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

DIRECTOR OF LEGAL SERVICES A.G.PHILLIPS LLB, SOLICITOR

Mr T Blaney
 Lawrence Graham
DX 39 London/Chancery

TELEPHONE 0171-361-2617
FACSIMILE 0171-361-3488
 DX 84015 Kensington High Street 2
INTERNET tcljz@rbkc.gov.uk

also by fax 0171 379 6854

15 June, 1999 ✓

My reference:
 JZ/10019056

Your reference:
 TDB/S3402/1

Please ask for:
 John Zukowski

Dear Mr Blaney,

Camden Hill Reservoir - Proposed S106 Agreement

I refer to your letter of 4 June concerning the matter of Total Cost Indicators (TCI). In making reference to this subject the Council has in mind the criteria by which the Housing Corporation assesses the "affordability" of a particular scheme.

Whilst all schemes coming in at 100% of TCI will be considered value for money by the Housing Corporation, since the introduction of rent capping where the out turn rents of schemes over 100% of TCI breach the cap they will not be approved.

There is a standard Housing Corporation financial model which registered social landlords use on a scheme viability test. This model will demonstrate the maximum TCI for a particular scheme which is able to be deemed affordable. Accordingly the Council now wishes to see schemes delivered within 100% TCI but the final word must come from a developer's affordable housing partner in any particular case.

Yours sincerely,

John Zukowski
 for Director of Legal Services

cc Derek Taylor, Planning Services - Central
 Stan Logan, Housing Initiatives
 LeVerne Parker, Legal Services

MCA

PC -> DT

McCoy Associates Chartered Town Planners

31 Station Road · Henley-on-Thames · Oxon RG9 1AT · Tel: 01491 579113

Fax: 01491 410852 · VAT No. 363 3525 59

Your ref:

Our ref: DMCC/eaw/CHR

Please ask for: Denis McCoy

R.B.K. & C.
TOWN PLANNING
16 JUN 1999
RECEIVED

16 June 1999 -

For the URGENT ATTENTION OF Derek Taylor

Royal Borough of Kensington & Chelsea
Directorate of Planning Services
London W8 7NX

By fax 0171 361 3463

Dear Derek

Reservoir site

My comments on your draft statement of Common Grounds, referred to by your numbers, are:

- 15: " ... contains many much larger mid-twentieth century buildings of a coarser scale, built before their sites were designated part of Kensington Conservation Area."
- 17: How long are the peaks? Is this all the year round?
- 17, 18, 19: Is it possible to specify which the peak hours are - and are they the same for all three types of traffic?
- 20: As above - and are we in a position to agree a winter figure?
- : Are we in a position to agree flows along the western portion of Aubrey Walk, and in Aubrey Road, and in Hillsleigh Road - now and after the development?
In short, if this is our agreed traffic evidence I remain anxious about its significance!!)
- 22: If the two rooms are in the north elevation sunlight presumably need not be mentioned.
- 24: Is it too late to insert CD32 (as we say the central space is cramped, i.e. not designed to a high standard)? If too late, please add to point 25.
- 25: The appellants may think STRAT15 is relevant! (And CD24). Be sure and keep the reference to CD29.
- 26: "Is there any descriptive material in the CAPS with which the appellants do not agree?" Your second question I think won't wash as there is bound to be disagreement over for example the significance of a space being "neutral".
- : Add a point clarifying relevance of Open Space survey?

- 2 -

648

~~100~~Your conditions:

- 2c: - what about the surface of the roof of the tennis courts building?
- 2i: - any street lights?
- 3: As the tennis club is presumably the least profitable element might it be desirable to require its completion before any dwelling (or any house, perhaps) is occupied?
- 6: If there is agreement about which trees are going shouldn't this condition reflect it? (and/or should it be mentioned in the Common Grounds?)
- 8: Is this compatible with only 8 spaces being required for the social housing?
- 9: Sorry - but I think it imprecise and unnecessary.
- 11: " ... on any day" in place of " ... at any time" ?
- 12 and 13: Questionable necessity, in my opinion !
- 15: All the building operations? And/or is this reasonable as there might be an intention to have more than one building contract?
- 17: Yes but Do you want details to be approved and do you want traditional sash-type opening arrangements? (Especially in the terrace houses).

Yours sincerely



McCOY ASSOCIATES



649



LAWRENCE GRAHAM

Attn: Ms L Parker
The Royal Borough of Kensington and Chelsea
Legal Services
The Town Hall
Hornton Street
London W8 7NX
SENT FAX AND POST:- 361 3488

Our Ref: TDB
Your Ref: LP/10018473
18 June 1999 ✓

Dear Ms Parker

CAMPDEN HILL RESERVOIR

Thank you for your letter enclosing consultation responses. It occurs to us that the following documents should be available:-

- (a) From the Planning Policy section comments regarding open space, affordable housing and concurrence with UDP policies.
- (b) From the housing department regarding affordable housing.
- (c) With regard to conservation responses after February 1999.
- (d) Please produce the second page of the transportation response of 3rd February 1999. — *sl*
- (e) Please produce copy consultation responses relating to the March 1999 application. *leahy*

Yours sincerely

Trevor

TREVOR BLANEY

190 Strand London WC2R 1JN Tel: 0171-379 0000 Fax: 0171-379 6854 Telex: 22673 DX: 39 London Chancery Lane WC2
and
61 St Mary Axe London EC3A 8JN Tel: 0171-621 1141 Fax: 0171-480 5156 Telex: 887133 DX: 1072 London City CDE

E-mail: info@lawgram.com Internet: <http://www.lawgram.com>

① Copy Phil Hughes and
Catherine Parker

23 KENSINGTON PLACE
LONDON W8 7PT
Tel 0171 229 7508
22.6.1999

② DT ✓
650
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M J French Esq
Director of Planning and Conservation
Town Hall
Hornton Street
London W8 7NX

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COPY							
51 23 JUN 1999							
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COPY				COPY			

Dear Mr French

Campden Hill Reservoir and draft list of UDP development sites.

I understand that in the proposed draft alterations to the UDP the Thames Water reservoir site at Campden Hill has been included as a possible site for development.

I believe it should be deleted.

If the Inspector at the Appeal Hearings allows the St James's development then inclusion in the revised UDP will be meaningless.

If the Inspector refuses the St James's application then I still believe that for two reasons it would be wrong to include this site.

1. The first reason given for recommending refusal to the Planning Committee stated that "The proposed redevelopment would result in the loss of a significant amount of open space on this site, reducing the value of this site as a visual amenity to be enjoyed by residents of nearby property." Reason 3 refers to "the existing site provides a valuable contribution to the character and appearance and residential amenity of this part of the Conservation area."

These are points of principle and not just comments on the current St James's application. It would appear inconsistent for the Council to argue one case to the Inspector next month while advocating what appears to be the contrary view in the revised UDP.

2. To admit that this sensitive site could be used for development might well be seen as influencing the Inquiry, giving the Inspector grounds for believing that the Council's objections are not strong and that a few minor modifications would suit most parties.

I would therefore ask that the Campden Hill site be withdrawn immediately from the designated list of Royal Borough sites scheduled for development in the revised UDP. I would certainly hope that this can be done before the Appeal Hearings begin.

Yours sincerely

Cllr Christopher Buckmaster

Phil - Are you happy with this?

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

Councillor Christopher Buckmaster
23 Kensington Place
London
W8 7PT

Switchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361 2057
Facsimile: 0171-361 3463

23rd June 1999

Deach



My reference: DPS/DCC/99/733 Your reference:

Please ask for: M. J. French

Dear Councillor Buckmaster,

Town and Country Planning Act 1990
Campden Hill Reservoirs - Unitary Development Plan Schedule

I write in response to your letter of 22nd June 1999, in which you raise concerns relating to the inclusion of the above reservoir site in the draft revisions proposed for the Unitary Development Plan Schedule. The full title for the Schedule is "Schedule of Major Sites with Development Opportunities", and the schedule lists sites, with acceptable land use for those sites, together with relevant Policies of the Plan.

In particular, you are concerned that this could work against us at the forthcoming Public Inquiry. It may well be that the appellants do try to use this to support their assertion that this should be seen as a "brownfield" site and ready for redevelopment for housing, and I agree that we need to be prepared for this. Notwithstanding the need to prepare arguments, I am not convinced that inclusion of the site would necessarily work against us. Moreover, I consider it probable that we would have a difficult time at the Inquiry if we were trying to defend why the site should not be included.

All UDP's are ^{required} supposed to include a Schedule. There are a number of criteria used to determine whether a site should be included in this, the overall one being where it is considered that part or all of the site is likely to come forward for development within the life of the Plan. Normally, large sites with valid Planning Permissions should be included. So also should large sites where significant planning applications have already been submitted, where pre-application discussions have taken place, or where the site is clearly redundant for its last primary use. There is no valid Permission for this site, but all three of the subsequent criteria are applicable to the site.

Whatever occurs on the rest of the site, the Water Tower House corner, plus parts of Aubrey Walk including the block of 3,5 and 7, must constitute a "development opportunity" as their redevelopment is strongly encouraged in the Conservation Area Proposals Statement. Whatever they are replaced by, the existing reservoirs must be accepted as redundant for their designed purpose, and their demolition would be a considerable exercise involving the demolition of almost the entire site.

The Schedule lists those uses considered to be appropriate for the site; it does not attempt, and nor should it attempt, to prescribe the proportions of one of the named uses to another. "Residential including affordable housing, tennis courts, and open space" are identified in the draft revisions. This description reflects the existing uses on the site, and does not provide for anything other than the existing uses. This description also would allow for the provision of new residential accommodation in

652



the North East part of the site, with the remainder re-instated as tennis courts and open space, should such a proposal be forthcoming. The final test to decide acceptable proportions for each of the three uses must always be a planning application; in resisting the existing proposals, the Council's case is that the appellants have the proportions wrong.

In my view, inclusion of the site in the Schedule will do nothing to help the Council in the forthcoming Inquiry, but I do not see it harming the Council's case either. It simply reflects the present position relating to this site. Given that housing, tennis courts and open space are all existing land uses on this site, I think it would put the Council in a much more difficult position if we had to try to argue that these existing uses should not be included in any future redevelopment proposals.

In relation to the point in your third paragraph, I agree that if the Inspector allowed the appeal, and the scheme was implemented, then inclusion on the Schedule would have little meaning. However, in the event that the appeal was allowed but not implemented, then the description (as proposed) on the Schedule would be important in resisting any future proposal for an undesirable use (such as, for example, a leisure complex which was negotiated out of the present proposals at the pre-application stage).

I have, however, identified a possible problem in the proposed Schedule. This does not lie in the principle of inclusion, nor in the three uses listed as acceptable, but in the Policies listed, specifically H15. The wording of the Policy itself is not problematic, but the supporting text in paragraph 4.2 of the UDP is, as it states that "a number of sites have been identified on the Schedule.....where redevelopment will be expected to provide housing on all or at least the major part of the site area or floorspace." Clearly this is not the case with the reservoir site, and whilst we have the (strong) argument that this advice must always be subject to the other Policies of the Plan and the particular circumstances of the site, the appellants are likely to try to use this advice to support their case. At the Inquiry we will need to argue that the supporting text to this Policy does not apply to this site, and advise the Inspector that the Policy is likely to be deleted from the Schedule for that reason.

I hope this is helpful.

Yours faithfully,

M. J. French
Executive Director, Planning & Conservation



653

82 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF



Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com

Facsimile Transmission Sheet

Date: 25 June 1999 Time: 5: pm

Project Title: Campden Hill Rd. Aff. housing

To: sent Alan Maguire
NHHHT

Project Code: A1271

cc: Steve Davies
RB. K&C Planning Dept.

Fax No: ~~0101 357 5050~~
0171 361 3463

From: Ann Marie Nicholas

No. of Pages: 9 (incl cover sheet)

Original in Post: Y/N N

Message:

Please find enclosed drawings of the Affordable Housing scheme on Aubrey Walk. These are being developed & are not for presentation purposes yet.

The scheme shows:

- 9 car parking spaces
- 19 dwellings

- 1B 1P flat x 2
- 1B 2P flat x 5
- 2B 4P flat x 10
- 3B 5P flats x 2

Also enclosed: notes from meeting with planners. The drawings take into account the comments made.

Signed: Ann Marie Nicholas

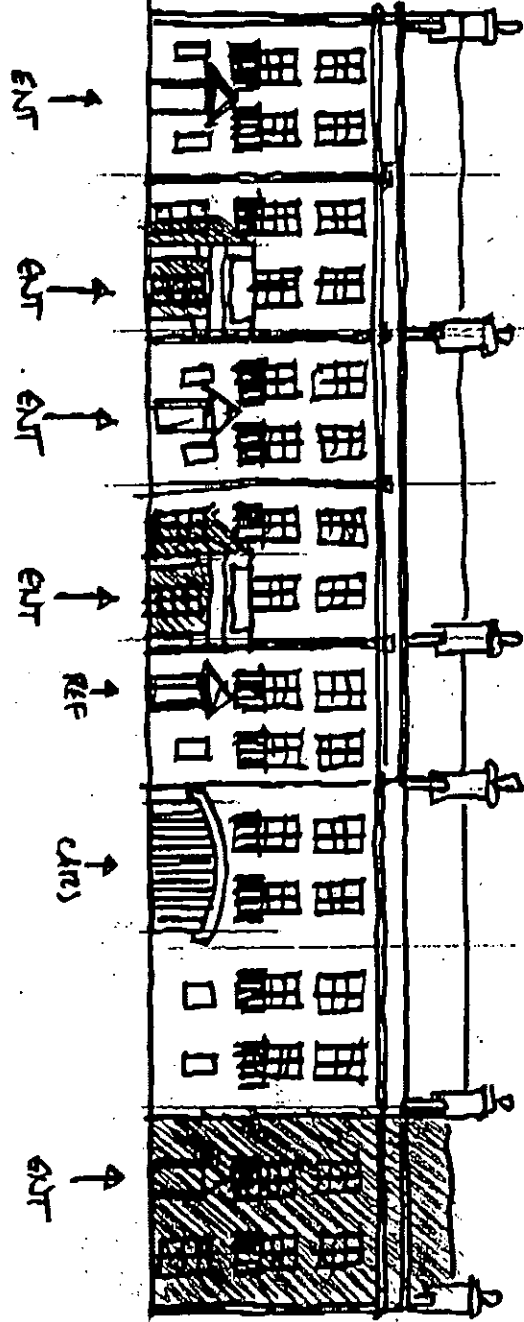
If you have not received all the pages listed phone us on 0181 481 8100

PRP Architects Limited Registered Office Harford House 101-103 Great Portland Street London W1N 6BH Registered No. 2703509
App 11/d (rev L) hsa15



date	rev	description of work/revision
PRP ARCHITECTS & 63 Bridge Road, Singapore Court East, Singapore 115 074 Tel: 6181 441 6114 Fax: 6181 441 6111 Email: prp@prp.com.sg		
scale	date	project title
drawn by		
checked by		
		drawing no.

purpose of issue:



ELEVATION TO ADJERY WALK

654

~~654~~

(TO BE RE-DRAWN)





82 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF

Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com

657



File Note / Change Control Form

Date: 24 June 1999

Telephone Conversation

Project Title: Campden Hill Road

Meeting with Steve Davies RB Kensington + Chelsea
planning Dept.

Project Code: A1271 (AFFORDABLE HOUSING)

Other

Sheet: 1 of 5

Subject:

Action

I met with Steve Davies to discuss the development of our design for the affordable housing on Aubrey Walk.

I took drawings of our proposals which had been altered to take account of previous comments from the planners. These included:

- Separate/private gardens for the ground floor flats
- Separate entrances for ground floor flats
- 3 storeys end section (instead of 2 storeys)
- re-location of parking area to enable a better relationship with the existing Thames Water entrance
- A less symmetrical building with more rhythm using chimneys + party walls + rainwater downpipes

These proposals also showed 10 parking spaces, 19 dwellings and 32 half rooms as compared to 12 parking spaces and 16 dwellings presented previously.

Signed:

AM Nicholas

Issued to:

Client Alan Maguire

Consultant M&E Eng.

Planning Supervisor

PQS

Other MH, RHP

Main Contractor

Consultant Struct. Eng.

File

Sub Contractor



658

82 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF

Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com



File Note / Change Control Form

Date: 24 June 1999

- Telephone Conversation
- Meeting
- Other

Project Title:

Project Code: A1271

Sheet: 2 of 5

Subject:

Action

steves comments were as follows:

- we had been provided with an out of date site plan. The current site is shorter + therefore there is less area for shared amenity space. SD photocopied a current site plan for our use.
- The limited shared amenity space will be waived for the purposes of this scheme as there are private gardens provided for all ground floor flats + balconies for all but ~~one~~ four of the upper floor flats. (No balconys to street elevation)
- The provision of private gardens was welcomed
- The projecting communal entrances were acceptable as they had been requested previously by the planners. However, if possible we should not project the stairwells at 1st + 2nd Floors.
- The proposals should an adequate number of chimneys to provide the elevation with a good rhythm.
- The elevations/plans were designed in a more simplistic + logical manner which provided the

Signed:

Issued to:

- | | | |
|--|--|--|
| <input type="checkbox"/> Client | <input type="checkbox"/> Consultant M&E Eng. | <input type="checkbox"/> Planning Supervisor |
| <input type="checkbox"/> PQS | <input type="checkbox"/> Other | <input type="checkbox"/> Main Contractor |
| <input type="checkbox"/> Consultant Struct. Eng. | <input checked="" type="checkbox"/> File | <input type="checkbox"/> Sub Contractor |



82 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF

Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com



File Note / Change Control Form

Date: 24 June 1999

- Telephone Conversation
- Meeting
- Other

Project Title:

Project Code: A1271

Sheet: 3 of 5

Subject:

Action

opportunity to break up the elevation with rainwater downpipes + entrance porches.

- The Broadway Italian private scheme will no longer be gated. We have shown an ingated entrance to the car park from the road which would be in-keeping with this. However, the entrance to the gardens would be gated.
- The sliding security gate to the car park should be designed to match the enclosing railings within the rest of the scheme.
- The railings should match those in the rest of the scheme + respect the railings outside the houses opposite on Aubrey Walk. Chunky sections only will be acceptable.
- Our proposals showed a step forward of 2m along the front facade. This should be omitted and the whole of the facade should be flush. Neighbours will already be sensitive to the extra traffic our scheme will be generating in the road. This will mean that the scheme will only provide 9 car parking spaces, this has been agreed as acceptable by both

Signed:

Issued to:

- | | | |
|--|--|--|
| <input type="checkbox"/> Client | <input type="checkbox"/> Consultant M&E Eng. | <input type="checkbox"/> Planning Supervisor |
| <input type="checkbox"/> PQS | <input type="checkbox"/> Other | <input type="checkbox"/> Main Contractor |
| <input type="checkbox"/> Consultant Struct. Eng. | <input checked="" type="checkbox"/> File | <input type="checkbox"/> Sub Contractor |



660

82 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF

Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com



File Note / Change Control Form

Date: 24 June 1999

- Telephone Conversation
- Meeting
- Other

Project Title:

Project Code: A1271

Sheet: 4 of 5

Subject:

Action

Steve Davies and Derek Taylor as it is only shot by 1/2 a space.

- The end elevation of our building (to the east) should reflect the design of the Broadway Mahyan scheme which looks onto the new square. SD provided me with copies of these elevations. Our proposals will not be identical in style but will incorporate similar features.
- In order to blend this elevation in with the rest of the site ~~the~~ we should provide an entrance for the gr. fl. Flat accessed from the square & a bay window. It should also be in line with the new terraces onto the square (see drawings)
- The elevations need not be Georgian replicas. Traditional style & materials should be used along with the proposed window proportions & parapet wall detail.
- Materials - brick & render were proposed. Portland Stone is being used on the rest of the site but restrictions on budget are appreciated. slate roofs should be provided.

Signed:

Issued to:

- | | | |
|--|--|--|
| <input type="checkbox"/> Client | <input type="checkbox"/> Consultant M&E Eng. | <input type="checkbox"/> Planning Supervisor |
| <input type="checkbox"/> POS | <input type="checkbox"/> Other | <input type="checkbox"/> Main Contractor |
| <input type="checkbox"/> Consultant Struct. Eng. | <input checked="" type="checkbox"/> File | <input type="checkbox"/> Sub Contractor |



661

62 Bridge Road
Hampton Court
East Molesey
Surrey
KT8 9HF

Tel: 0181 481 8100
Fax: 0181 481 8111
Email: prp@dial.pipex.com



File Note / Change Control Form

Date: 24 June 1999

- Telephone Conversation
- Meeting
- Other

Project Title:

Project Code: A1271

Sheet: 5 of 5

Subject:

Action

Summary:

- Georgian replica not necessary but subscribed form with traditional detailing.
- Flush facade except for entrance porches.
- 9 car parking spaces for 19 flats acceptable
- Limited amenity space acceptable
- Railings to match the rest of the scheme & be sympathetic to existing.
- East elevation to match proposals for rest of the site.
- Steve Davies + Derek Taylor are both happy with the way the scheme is developing.

Signed:

Ann Marie Nicholson

Issued to:

- | | | |
|--|--|--|
| <input type="checkbox"/> Client | <input type="checkbox"/> Consultant M&E Eng. | <input type="checkbox"/> Planning Supervisor |
| <input type="checkbox"/> PQS | <input type="checkbox"/> Other | <input type="checkbox"/> Main Contractor |
| <input type="checkbox"/> Consultant Struct. Eng. | <input checked="" type="checkbox"/> File | <input type="checkbox"/> Sub Contractor |



Mr Steve Davies
Design & Conservation in Planning
Royal Borough of Kensington & Chelsea
Room 331, Town Hall
Hornton Street
Kensington
London W8 8NX

Date: 28 June 1999

Your ref:

Our ref: amn75jr1/A1271

Direct dial:

Dear Mr Davies

Campden Hill Road

Please find enclosed 2 sets of drawings showing the proposals for the Affordable Housing Scheme on Aubrey Walk, Kensington.

Yours sincerely

Anne-Marie Nicholson

Enc.

Drawing Nos. A1271/1.3/06
A1271/1.3/07
A1271/1.3/08

London Office: 1 Lindsey Street London EC1A 9HP Tel: 0171 653 1200 Fax: 0171 248 3315
Hampton Office: 25-27 Thames Street Hampton Middlesex TW12 2EW Tel: 0181 481 8100 Fax: 0181 481 8141

Directors Peter Phippen OBE Dip Arch RIBA Barry Munday Dip Arch RIBA Chris Rudolf Dip Arch RIBA Michael Tuck Dip Arch RIBA
Associate Directors John Chapman Dip Arch MaPS RIBA Michael Harvey Dip Arch RIBA Andrew von Bradsley Dip Arch RIBA Rick Burgess Dip Arch RIBA
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Andrew Stainsby BA Dip Arch RIBA Energy Consultant David Housego B Arch RIBA Financial Controller Neil Griffiths MBA ACCA
Consultants Peter Randall Dip Arch RIBA David Parkes Dip Arch RIBA FCSD

Associated Practice in Manchester

PRP Architects Limited Registered Office Harford House 101-103 Great Portland Street London W1N 6BH Registered No. 2703509



30th June 1999

Ref: RMS/StJ.CAM/99120

Executive Director of Planning & Conservation
Royal Borough of Kensington & Chelsea
3/F Town Hall
Hornton Street
London
W8 7NX

FAO: D Taylor

FAX & POST

Dear Sir

St James Homes : Campden Hill Reservoirs
Agreed Statement

Thank you for providing me with a copy of the second draft of the agreed statement of common grounds and conditions.

Dealing with the points in your order;

1. Site area – agreed
2. Archaeology – agreed
3. Nature Conservation – agreed
4. Existing Site : I have provided you with the Broadway Malyan Plans. I would therefore suggest that “existing” buildings and access ways occupy 78.5% of the site area.
5. Agreed
6. Agreed

As an additional point we agreed that it would be useful to insert some information on relative levels. Broadway Malyan have provided me with the following;

- (a) the existing level in Aubrey Walk averages 38.84m AOD.
- (b) the existing level in the grounds of Aubrey House average 37.7m AOD.

663

117

SP

Sellwood
Planning

① PC
② DT

~~117~~

Chartered Town Planners
Chartered Surveyors

Highgate House
Bambers Green
Takeley
Bishop's Stortford
Herts CM22 6PE

Telephone (01279) 871799
Facsimile (01279) 870790
Mobile 07801 321162

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EX DIR	HDC		C	SW	SE	ENF	AO ACK
- 1 JUL 1999							
APPLS	IC	REC	ARB	FWD PLN	CON DES	FEEES	

- (c) the average level within Holland Park School at the boundary of the site is 37.2m AOD.
- (d) the average level of land within Kensington Heights is approximately 40.7m AOD but is made up land with undercroft parking below.
- (e) The average height on Campden Hill Road adjoining the site is 37.4m AOD.
- (f) The spot level on the roof of the reservoirs is 42.5m.

159
664

7. Listed Buildings - Agreed
8. Open Space – I suggest that the heading becomes “Open and Recreational Space” – this overcomes my reservations that the tennis courts are not “open space” in any conventional sense. Similarly, the first line of point 8 should read “....of types of open and recreational space...”.
9. Agreed on the basis put.
10. Sports Facilities – agreed.
11. LR7 – Agreed. However, you also accept in paragraph 4.28 of the Committee report that the proposal is not contrary to Policy LR1. This should be added to the statement.
12. Housing – Agreed.
13. Agreed.
14. I think an error has crept in here. We are proposing 67 units, these are currently 12 in Water Tower House and three at 3/5/7 Aubrey Walk. The net gain is therefore 52 units.
15. Affordable Housing – Agreed.
16. Agreed
17. For the reasons outline in 14 above, I make this 33%.
18. Agreed.
19. Agreed.
20. Agreed.
21. My calculation based on 11041.67m² and 378 habitable rooms is a density of 342hrh.
22. Agreed.
23. Agreed.

- (665) (170)
24. Character of the Area : My letter of the 23rd June 1999 puts forward an alternatively worded paragraph.
 25. Campden Hill Road Building : Rather than "positive" contribution I would suggest "as long as the result preserves or enhances the character and ...". This avoids long debate about what "positive" means and turns the paragraph back to the wording in the Act.
 26. Traffic Generation – Agreed.
 27. Agreed.
 28. Add to start of sentence "Based on worst case trip generation rates"...
 29. Add to start of sentence – "Using information from surveys carried out in May 1999 it has been agreed that...."
 30. To clarify the point, I suggest that "poor weather" is in inverted commas. Add new final sentence "From discussions with the Tennis Club Committee "poor weather equates to snow, ice and high winds, conditions which only occur on a very limited number of days per year.
 31. Agreed.
 32. Agreed.
 33. Agreed.
 34. Parking – Agreed.
 35. Agreed.
 36. Daylight : I would welcome your response to the revised wording from our Daylight consultant which I dictated to you last week. For the avoidance of doubt the wording is;

"The residential units most affected by the proposal are one flat and one bed sitting room at the east end of the north elevation of Kensington Heights. In the case of the flat, its bedroom will receive 79.72% of its existing daylight penetration, whilst, in the case of the bed sitting room, the room will receive 62.41% of its existing daylight penetration."

37. Privacy – Agreed.
38. Trees – Agreed.
39. UDP – Agreed.
40. Agreed.

- (666) (100)
41. Conservation Area Statement : I understand that the two Conservation Area witnesses are meeting to discuss the CAPS document. I suggest that we do not delay this document but subsequently submit any agreed statement on the Conservation Area issues.
 42. Plans : Strictly speaking plan P100A is before the Inspector so I think this should be included in the list of application plans. However, for completeness we could note that the parties are happy for the Inspector to consider 100B.

Additional Points

Other points we could agree are;

1. "The overall layout of the site, essentially comprising two blocks and a square of houses with a landscaped central space is considered to be an appropriate basic plan for development of this site" (Committee Report 4.63).
2. No part of the site is public open space in that the Campden Hill Tennis Club is a private club and usage is limited to members and their guests.

I can confirm that conditions 1 to 8 and 12 to 18 are agreed. I am awaiting the views of the Tennis Club before responding on the tennis club conditions (9-11).

I trust that we will be able to resolve the contents of this document at our meeting on Friday the 2nd July at 9.00am.

Yours faithfully

R M Sellwood

cc. M Simms/P Hull
T Blaney
J Thomas
P Crossley/G Binmore
S Watts/P Parry
M Ney

5th July 1999 ✓

Ref: RMS/StJ/CAM/99127

① PC
② DT

SP
667

Sellwood
Planning

Chartered Town Planners
Chartered Surveyors

Executive Director Planning & Conservation
Royal Borough of Kensington & Chelsea
The Town Hall
Hornton Street
London
W8 7NX

Highgate House
Bambers Green
Takeley
Bishop's Stortford
Herts CM22 6PE

Telephone (01279) 871799
Facsimile (01279) 870790
Mobile 07801 321162

FAO : D Taylor

FAX & POST

RECEIVED BY PLANNING SERVICES							
EX	HDC	N	G	SW	SE	ENF	AG ACK
104 - 7 JUL 1999							
APPEALS	10	REC	ARB	FWD PLN	CON DES	FEES	

Dear Sir

Campden Hill Reservoirs
Draft Agreed Statement & Conditions

Thank you for the "final draft" of the agreed statement and conditions. I am currently checking this with St James Homes, however I note that there are a couple of points agreed on Friday which do not feature in the latest version. These are;

1. Point 18 should be 33%.
2. Point 26 - we agreed that this should read, "The redevelopment of the present Water Tower House site is to be encouraged, as long as the result preserves or enhances the character and appearance of this part of the Conservation Area".
3. Point 28 - "Using information from surveys carried out in May 1999, it has been agreed that"....
4. Point 30 - "Based on worst case trip generation rates...."
5. Point 41 - This should contain a note that this may be in a subsequent statement.

Turning to the conditions, number 9 and 10 appear to be as suggested. With regard to number 11, I thought we had agreed;

"A maximum of 150 persons shall be on the tennis club premises at any one time, apart from AGM's and EGM's and any other event for which prior written agreement must be obtained from the Executive Director Planning & Conservation."

I will speak to the Tennis Club on Monday or Tuesday so that we can be in a position to issue both the agreed statement and the agreed conditions on Wednesday.

R
A
7.9.99
A

I also understand that you will be advising me on Monday of a suitable date for a meeting to pursue the outstanding affordable housing issues.

68

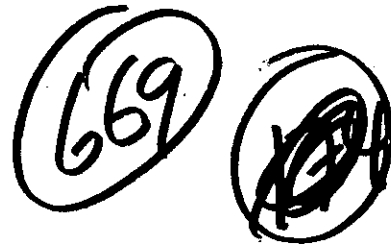
Yours faithfully



Pauline Denmark

pp. Bob Sellwood

1



6th July 1999

Ref: RMS/STJ/CAM/99131

Executive Director Planning & Conservation
Town Hall
Hornton Street
London
W8 7NX

FAO : D Taylor

FAX & POST

Dear Sir

**Appeals by St James Homes Ltd.
Campden Hill Reservoirs**

Further to my letter of the 5th July 1999, I have now received a reply from the Campden Hill Lawn Tennis Club concerning conditions.

It is their view that they intend to maintain the character and usage of the club as it is now. On this basis they would not object to planning conditions which simply maintain the status quo. To this end it has been suggested the conditions should permit:

- (a) up to 250 members present at the club as a maximum.
- (b) opening hours of 6.30am to midnight.
- (c) Floodlight turned off at 10.00pm.

Perhaps you could give me a call to discuss the above, or we can deal with the issue when we meet on Thursday at 3.00pm.

Yours faithfully

R M Sellwood

cc. P Hull
T Blaney
C Foster

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

670
11

THE ROYAL
BOROUGH OF



**KENSINGTON
AND CHELSEA**

Bob Sellwood
Sellwood Planning
Highgate House, Bangers Green
Takeley
Bishop's Stortford
Herts. CM22 6PE

Switchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361-2057
Facsimile: 0171-361-3463
Email: plndmt@rbkc.gov.uk
Mr.: D. Taylor

07 July 1999

My reference: DPS/DCC/PP/99/ Your reference:
0733 ✓

Please ask for: Mr D. Taylor

Dear Sir,

Town and Country Planning Act 1990
Campden Hill Reservoirs

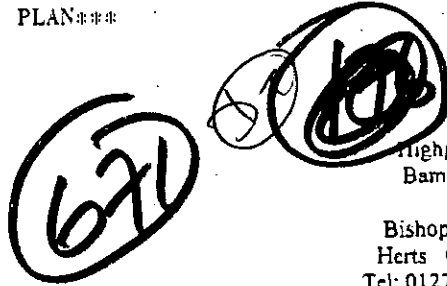
I write with reference to the watercolour artists' impressions of the appeal scheme that have been prepared by Broadway Malyan, and included with the submitted Proofs in advance of the forthcoming Public Inquiry.

I would be grateful if you could advise whether these watercolour impressions of the project are based upon any mathematically constructed perspective framework. If so, may we have copies of those outline or "construction" drawings, together with a plan indicating the various viewpoints exactly, so that we can check some aspects of the images which seem to us to require examination at the Inquiry. If based upon photographs of the site, or of the model, can you please provide copies of them (with details of the lens used) for the same purpose.

Yours faithfully,

Derek Taylor
Area Planning Officer
for
Executive Director, Planning & Conservation

R



Highgate House
Bambers Green
Takeley
Bishops Stortford
Herts CM22 6PE
Tel: 01279-871-799
Fax: 01279-870-790

SELLWOOD PLANNING

FAX

To: D. TAYLOR Fax: 0171-361-3463

From: Bob Sellwood Date: 9-7-99

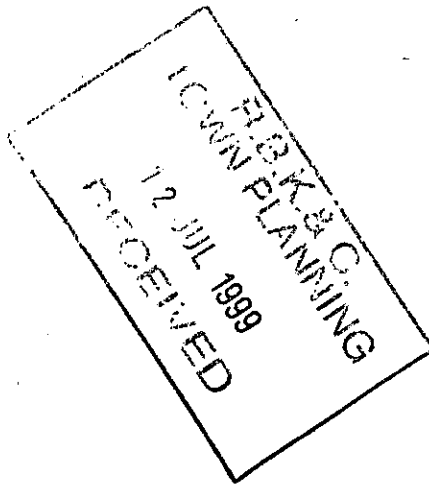
Re: Complan Hill Pages 1
(including cover sheet)

cc: Agreed Statement - Fine

Conditions - Add to preamble:

"The following conditions (numbers 1 to 15) have been" - otherwise OK & sent to Pl. Insp.

Bob



Confidentiality Note.
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McCoy Associates Chartered Town Planners

31 Station Road · Henley-on-Thames · Oxon RG9 1AT · Tel: 01491 579113

Fax: 01491 410852 · VAT No. 363 3525 59

Your ref: LRS/3120/0
 Our ref: DMCC/pw/CHR
 Please ask for: Denis McCoy



12 July 1999 -

BY FAX (0171-973 3792) - THIS PAGE + 5

David Stabb Esq
 English Heritage, London Region
 23 Savile Row
 LONDON W1X 1AB

Dear Mr Stabb

Former Thames Water Reservoir and Water Tower House
 97 Campden Hill Road, W8

As you know from our telephone conversation I am appearing on behalf of the Royal Borough of Kensington and Chelsea at a Public Inquiry starting on Tuesday 20 July into redevelopment proposals for this site.

You offered advice to the Council on 21 January, 8 April and 28 April 1999.

From that correspondence I see that you remain unsatisfied about point 2 in the first letter. Paragraph 3 of the 8 April letter suggests that "the central garden should be treated less formally" and comments that "The village scale of Aubrey Walk is disturbed by the layout as currently proposed".

It is not clear to me whether these two observations relate to the architectural concept of a formal square of grand terrace houses - or solely to the planting, and detail and means of enclosure of the central amenity space.

It would be most helpful if you could please clarify the matter. I have copied this fax to Derek Taylor in the Royal Borough - and as requested am faxing to you the three letters so as to assist in an early reply.

Yours sincerely

McCoy ASSOCIATES

cc: Derek Taylor, DC Central, RBKC (Fax: 0171-361 3463)

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX

Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

(691) (100)

**THE ROYAL
BOROUGH OF**



**KENSINGTON
AND CHELSEA**

Bob Sellwood
Sellwood Planning
Highgate House
Bambers Green, Takeley
Bishop's Stortford
Herts. CM22 6PE

Switchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361-2057
Facsimile: 0171-361-3463
Email: plndmt@rbkc.gov.uk
Mr.: D. Taylor

9th July 1999

My reference: DPS/DCC/TP/98/ Your reference:
2126/PP/99/0733

Please ask for: Mr D. Taylor

Dear Sir,

Town and Country Planning Act 1990
Campden Hill Reservoirs, W8

I write in reply to your letter of 6th July 1999, which relates to Conditions concerning the Campden Hill Lawn Tennis Club.

As agreed, the Conditions relating to the club will be placed at the end of the list of proposed Conditions, as they have not been agreed by the Tennis Club.

I would comment upon the points in your letter as follows:

- (a) 250 members present at the tennis club can only be tolerated, as in the draft Condition, as an *exception* for Annual General Meetings and special General Meetings. Whilst this Authority can be flexible to that point, going beyond those special occasions to having 250 members or guests on the premises at other times is not acceptable. This much higher number, on regular occasions, would present strong amenity and parking objections.
- (b) Hours of 6.30 am to 24.00 midnight present amenity concerns. I recommend that 23.00 is an acceptable finishing time for premises in a relatively quiet residential side street.
- (c) I consider a 10.00 pm turn-off time for the floodlights as acceptable, and this is already embodied in the draft Condition for the floodlights.

Yours faithfully,

Derek Taylor
Area Planning Officer
for
Executive Director, Planning & Conservation

R

Derek

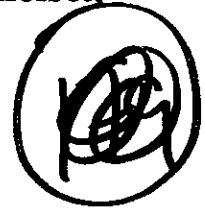


The Royal Borough of Kensington and Chelsea

Legal Services

Fax Message

672



To: Steve Rawlings - Notting Hill Housing Trust

Fax: 0181 357 5299

No. of pages (including this cover sheet): 33

Message:

Campden Hill Reservoir Site

I send herewith copy correspondence from the developers' solicitors relating to an amendment to the proposals for Aubrey Walk block to provide to additional market units, the proceeds of which the developers intend to use to subsidise the service charge.

Both Derek Taylor and I agree that the only way the amendments can be dealt with is by making a new application. The Council has not given authority to enter into a planning agreement. The new draft incorporates reduced service charges and also some RSL mortgagee exemption provisions which I suggested to them earlier. However it still sets out the sequential provisions which are entirely unacceptable to the Council, provides for low cost housing which again is unacceptable and couples the S106 with an additional agreement which purports to be made under Section 120 of the Local Government Act 1972. This provision relates to land being acquired by a local authority which is irrelevant.

The submission of these documents makes me wonder whether the developer is being serious about providing housing on-site. In my view what would be required is a simple S106 preventing occupation of the market housing until such time as the affordable housing units have been transferred. To enter into this the developer would have to have sorted out heads of terms with NHHT first; matters such as the service charge should not be dealt with in the Section 106. All that concerns the Council is that the developers deliver the AH units to NHHT; if they do it can only be because they do so on terms acceptable to NHHT! Please let me have your views.

I will be speaking with Derek Taylor later today about a further conference with David Holgate on Wednesday at 2:30pm. It may be that your presence there may be helpful - I will let you know (you are of course welcome to attend in any event).

From: Director of Legal Services, Royal Borough of Kensington and Chelsea

Our ref: John Zukowski

Telephone: 0171-361-2617

E-Mail: tcljz@rbkc.gov.uk

Fax: 0171-361-3488

DX: 84015 Kensington High Street 2

Address: Room 313, The Town Hall, Hornton Street, London W8 7NX

Date: 12 July, 1999 ~



LAWRENCE GRAHAM

D Taylor Esq
 Planning Services-Central
 The Royal Borough of
 Kensington & Chelsea
 The Town Hall
 Hornton Street
 London
 W8 7NX

Our Ref: ETL/TDB/S3402/1

9 July 1999

By Post and Fax: 0171-361-3463

~~102~~
 673

Dear Mr Taylor

Campden Hill Reservoir London W8

I enclose copies of the draft Section 106 Agreement and the related draft Affordable Housing Agreement in respect of the above appeal site. The plans to which the draft Section 106 Agreement refers to are enclosed with the hard copy of this letter.

In producing these draft Agreements I have reflected the main issues raised in the various discussions and correspondence between my clients, Council officers and Notting Hill Housing Trust. You will obviously wish to consider the details of these Agreements, but it may be helpful if I explain their principle provisions and structure.

The draft Section 106 Agreement provides for the offer of on site affordable housing and off site affordable housing or, alternatively, the payment of a commuted sum. The mechanics of providing the on site affordable housing and off site affordable housing are contained in the draft Affordable Housing Agreement in accordance with the advice contained in Circular 1/97, "Planning Obligations" which provides that requirements for the transfer of an interest in land shall not be contained in a planning obligation. In respect of the on site affordable housing the aim is to provide 1,210 square metres of floorspace containing up to 17 on site affordable units, the precise mix to be agreed between my clients and your authority.

I should add that in order to save time I am simultaneously sending copies of the draft Agreements to my clients who have consequently not had the opportunity to approve them. Obviously it would be very helpful if you could let me have any comments as soon as

190 Strand London WC2R 1JN Tel: 0171-379 0000 Fax: 0171-379 6854 Telex: 22673 DX: 39 London Chancery Lane WC2
 and

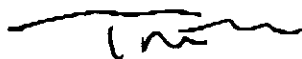
61 St Mary Axe London EC3A 8JN Tel: 0171-621 1141 Fax: 0171-490 5156 Telex: 887133 DX: 1072 London City CDE

1004757.01

E-mail: info@lawgram.com Internet: <http://www.lawgram.com>

possible so that I can then obtain instructions prior to our meeting next Wednesday at 1.00 pm at these offices .

Yours sincerely



TREVOR BLANEY

- cc: J Zukowski, Legal Services
- Royal Borough of Kensington & Chelsea (by fax: 361-3488)
- S Rawlings, Notting Hill Housing Trust (by fax: 0181-357-5050)
- Tim Farrow, St James Homes Ltd (by fax: 0181-755-3355)
- Bob Sellwood (by fax: 01279 870790)
- TDB

DATED _____ 1999

**SECTION 106
AGREEMENT**

relating to

**Land at the former
Campden Hill Reservoir Site**

PARTIES:

- ST JAMES HOMES LIMITED (1)
- KENNET PROPERTIES LIMITED (2)
- THAMES WATER UTILITIES LIMITED (3)
- THE MAYOR AND BURGESSES OF
THE ROYAL BOROUGH OF KENSINGTON & CHELSEA (4)

Lawrence Graham
190 Strand
London
WC2R 1JN

0171-379 0000

ETL-925440-A
9.7.99
ETL

THIS AGREEMENT is made the

day of

676

1999

BY AND BETWEEN ST JAMES HOMES LIMITED whose registered office is at Berkeley House 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("the Developer") of the first part **KENNET PROPERTIES LIMITED** whose registered office is at 14 Cavendish Place London W1M 0NU ("Kennet") of the second part **THAMES WATER UTILITIES LIMITED** whose registered office is at Gainsborough House Manor Farm Road Reading Berkshire RG2 0JN (hereinafter "Thames") of the third part and **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of Town Hall Hornton Street London W8 7NX ("the Council") of the fourth part

WHEREAS:-

- (A) The Council is the local planning authority for the purposes of this Agreement and for the purposes of the Act for the area within which the Land is situated
- (B) Kennet is the Registered Proprietor with Title Absolute under Title Number: BGL 28734
- (C) Thames holds a leasehold interest in the Property for a period until 31st January 2000 commencing from 26th February 1999.
- (D) The Developer has applied to the Council by the Application for planning permission to carry out the Development upon the Land
- (E) The Council failed to give notice of their decision within the appropriate period
- (F) The Developer has by a notice of appeal dated 14th May 1999 appealed to the Secretary of State against the said failure of the Council to give notice of their decision
- (G) The Developer (together with Kennet and Thames) has accordingly agreed to enter into this Agreement to make provisions for regulating the Development and securing the matters herein referred to

NOW THIS DEED WITNESSES as follows:-



1. Definitions and Interpretation

1.1 In this Agreement where the context admits the expressions hereinafter defined shall have the meanings respectively attributed to them:-

"the Act" means the Town and Country Planning Act 1990 (as amended at the date hereof)

"Affordable Housing" means both low cost market housing and subsidised housing (irrespective of tenure ownership or financial arrangements) that will be available to people who cannot afford to occupy houses generally available on the open market (as referred to in the Department of Environment Transport and the Regions Circular 06/98: Planning and Affordable Housing)

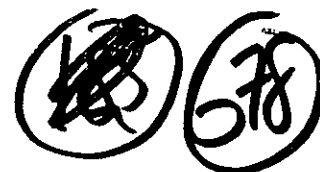
"the Affordable Housing Agreement" means an Agreement dated the _____ day of _____ 1999 and made between the Developer (1) Kennet (2) Thames (3) and the Council (4)

"Application" means a planning application reference number DPS/DCC/PP/99/00733 dated 19 March 1999 and an application for conservation area consent reference number DPS/DCC/TP/98/2127 dated 4 November 1998 (as amended at the date hereof)

"Car Parking Spaces" means car parking spaces to be provided on the basis of .66 of a car parking space per each On Site Affordale Housing Unit

"Council" means the party of the fourth part and (save where the context otherwise requires) shall include its successors in title

-3-



- "Developer" means the party of the first part
- "Development" means a development upon the Land comprising of 19 houses and 48 apartments plus 12 tennis courts (6 in lower level and 6 open courts) basement car parking new access points for pedestrians and vehicles and landscaping
- "Implementation" means the carrying out of a material operation (as defined in Section 56(4) of the Act) Provided That for the purposes of determining whether or not such a material operation has been carried out such term shall include works of demolition site clearance site preparation diversion and laying of services and construction of the principal vehicular access road to serve the Land
- "Kennet" means the party of the second part and (save where the context otherwise requires) shall include its successors in title
- "Land" means the area of land shown for identification edged red on Plan 1 and briefly known as land at the former Campden Hill Reservoir Site
- "Nominated Registered Social Landlord" means the two (2) Registered Social Landlords nominated by the Council pursuant to Clause 3
- "On Site Affordable Housing Units" means to the units to be constructed to Scheme Development Standards and which the Developer shall designate as "On Site Affordable Housing Units" and "On Site Affordable Housing Unit" shall be construed accordingly

-4-

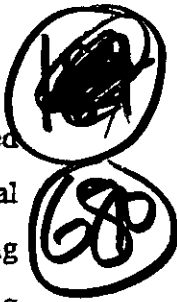
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- "Open Market Housing Unit" means a dwelling unit (including a flat) to be erected upon the Land as part of the Development and sold at the Open Market Value which is not an Affordable Unit and "Open Market Housing Units" shall be construed accordingly
- "Open Market Value" means the value of a Residential Unit sold at arms length value on the open market
- "Permission" means a planning permission and conservation area consent to be granted by the Secretary of State pursuant to the Application and to an Appeal submitted by the Developer under DETR reference APP/K5600/A/99/1022704 and APP/K5600/E/99/1016054
- "Plan 1" means the plan marked "1" annexed hereto
- "Plan 2" means the plan marked "2" annexed hereto
- "Property" means the area of land shown for identification shown edged red on Plan 2
- "Registered Social Landlord" means the following Registered Social Landlords:
- [(i) Notting Hill Housing Trust]
 - [(ii) Battersea Churches & Chelsea Housing Trust Limited]
 - [(iii) Peabody Housing Trust]
 - [(iv) Kensington Housing Trust]

-5-

(v) or such registered social landlord nominated by the Council which shall be a registered social landlord as defined in Section 2 of the Housing Act 1996 and registered with the Housing Corporation



"Residential Permission"

means any planning permission and conservation area consent issued by the Council for the redevelopment of the whole of the Land by the construction of new residential dwellings to a similar density as proposed by the Development

"Residential Units"

means a dwelling unit (including a flat) which shall be either an Open Market Housing Unit or an On Site Affordable Housing Unit to be constructed upon the Land and Residential Unit shall be construed accordingly

"Scheme Development Standards"



means the latest scheme development standards published by the Housing Corporation at the date of exchange of contracts for the purchase of the On Site Affordable Housing Units

"Secretary of State"

means the Secretary of State for the Environment Transport and the Regions or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State for the Environment by Sections 78 and 79 of the Act and shall also include any person appointed by the Secretary of State to determine any planning appeal pursuant to the powers contained in the Act and regulations made under the Act

-6-

"Thames" means the party of the third part and (save where the context otherwise requires) shall include its successors in title

- 1.2 Clause headings are inserted in this Agreement for reference only and are not deemed to form part of this Agreement
- 1.3 References in this Agreement to Clauses are (unless otherwise expressly provided) references to the relevant Clauses contained in this Agreement
- 1.4 Words importing the singular include the plural and vice versa and words importing the masculine neuter or feminine genders shall include the other such genders
- 1.5 For the avoidance of doubt the expression "successors in title" shall not (save and except for the purpose of the covenant contained in Clause 5) be deemed to extend to or include any purchaser (or such purchaser's successors in title) of an individual Residential Unit which shall have been constructed on the Property
- 2. Planning Obligation**
- 2.1 This Agreement is made as a planning obligation in pursuance and for the purposes of Section 106 of the Act and is enforceable by the Council in respect of the Property
- 2.2 This Agreement shall only come into effect following:-
- 2.2.1 the grant of the Permission and
- 2.2.2 the Implementation of the Permission by the Developer or Kennet or both of them or by any other person so entitled
- 2.3 Kennet Thames and the Developer have also agreed that the provisions of this Agreement shall also become operative if a development is carried out pursuant to any Residential Permission.



- 2.4 This Agreement shall terminate and cease to have effect if the Permission expires before the Development is commenced by its Implementation by the Developer or Kennet (or both of them or any other person so entitled) or if at any time it is quashed or revoked or otherwise withdrawn or (without the consent of the Developer) modified
- 2.5 The covenants herein shall be enforceable without any limit of time against Kennet and Thames and any successors in title and assigns of Kennet and Thames or any person claiming title through or under Kennet and Thames to the Property or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED THAT no person shall be liable for any breach occurring after he has parted with the whole of his interest in the Property.
- 2.6 Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement
- 2.7 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 2.8 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default
- 2.9 Nothing in this Agreement shall be construed as a grant of planning permission
- 2.10 Kennet shall on the execution hereof pay the Council's reasonable costs incurred in the preparation and settlement of this Agreement

2.11 Clause headings are inserted in this Agreement for reference only and are not deemed to form part of this Agreement

3. **Notice of Implementation**

Kennet or the Developer (as the case may be) shall notify the Council in writing no later than one month before the Implementation of the Permission by the Developer

4. **Nominated Registered Social Landlords**

Within one (1) month of the date of Implementation of the Permission the Council shall nominate two (2) of the Registered Social Landlords in writing to the Developer

5. **On Site Affordable Housing**

Kennet Thames and the Developer jointly and severally covenant with the Council to provide within the building shown for identification edged green on Plan 1 approximately one thousand two hundred and ten (1210) square metres of gross internal floorspace for the provision of up to seventeen (17) On Site Affordable Housing Units the precise mix to be agreed between the Developer and the Council and subject to the necessary statutory permissions approvals and consents together with Car Parking Spaces subject to the provisions of the Affordable Housing Agreement and PROVIDED THAT:-

5.1 this Clause 5 shall cease to apply forthwith if a contract is not entered into with a Nominated Registered Social Landlord in accordance with Clause 3 of the Affordable Housing Agreement within six months from the date of Implementation of the Permission and

5.2 the provisions of Clause 4 of the Affordable Housing Agreement or the provisions of either Clause 6.1 or Clause 6.2 hereof have been complied with

6. **Commutated Sum**

6.1 The Council may at any time prior to an exchange of contracts for the sale of the On Site Affordable Housing Units request by notice in writing to Kennet that in



lieu of providing Affordable Housing it shall pay to the Council a commuted payment of [nine hundred and ninety seven thousand five hundred pounds (£997,500)] and Kennet covenants to pay such sum within twenty (20) working days of such written request

PROVIDED THAT

- 6.1.1 The Council shall use such sum only for the provision of Affordable Housing
- 6.1.2 Upon payment of such sum Clause 5 and the Affordable Housing Deed shall no longer have effect
- 6.1.3 Any commuted sums received by the Council shall be paid by the Council into a deposit account and the balance standing to the credit of the said account with interest accrued thereon which has not been expended in the provision of Affordable Housing at the expiration of seven (7) years from the date of this Deed shall be repaid to Kennet and in addition the Council shall furnish Kennet with copies of bank statements relating to the said deposit account at intervals of no less than three months and shall supply to Kennet details of the amounts withdrawn from the account and the manner in which these have been expended and furnish such further information as Kennet may reasonably require from time to time
- 6.2 In the event that the Council does not elect to purchase an Off Site Affordable Housing Unit or having so elected fails to complete the purchase thereof in accordance with Clause 4.5.2 of the Affordable Housing Deed Kennet shall within ten (10) working days pay to the Council the sum of [forty seven thousand five hundred pounds (£47,500)] by way of commuted sum in respect of each such Off Site Affordable Housing Unit

PROVIDED THAT

- 6.2.1 The Council shall use such sum only for the provision of Affordable Housing
- 6.2.2 Upon payment of such sum (or in the event that the Council requests such payment in lieu of the provision of an Off Site Affordable Housing Unit) the obligation to provide such Off Site Affordable Housing Unit (or payments in lieu of such

obligation) as referred to in Clause 4 of the Affordable Housing Deed shall be deemed to be satisfied

6.2.3 Any commuted sums received by the Council shall be paid by the Council into a deposit account and the balance standing to the credit of the said account with interest accrued thereon which has not been expended in the provision of Affordable Housing at the expiration of seven (7) years from the date of this Deed shall be repaid to Kennet and in addition the Council shall furnish Kennet with copies of bank statements relating to the said deposit account at intervals of no less than three months and shall supply to Kennet details of the amounts withdrawn from the account and the manner in which these have been expended and furnish such further information as Kennet may reasonably require from time to time

7. **Access**

The Developer Thames and Kennet jointly and severally covenant that the Development shall be accessible to the public on foot only at all times

8. **Implementation**

The Developer Thames and Kennet jointly and severally covenant not to Implement the Permission until vacant possession is obtained in respect of those parts of the Property which are subject to:-

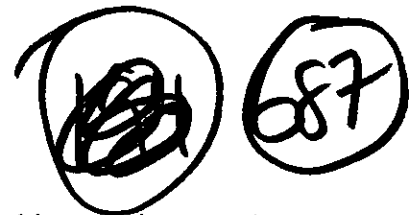
8.1 a lease dated 27th January 1994 and made between Thames and Campden Hill Lawn Tennis Club

8.2 an agreement for lease dated 25th September 1998 and made between Thames and Campden Hill Lawn Tennis Club

9. **Exclusions**

9.1 Subject to clause 9.2 of this Agreement and notwithstanding Clause 2.5 hereof of the covenants herein shall not be binding in the circumstances set out below in respect of the On Site Affordable Housing Units:-

- 9.1.1 a mortgagee or receiver of a Registered Social Landlord who seeks to dispose of the On Site Affordable Housing Units or any part thereof (as to such part) pursuant to its power of sale exercised pursuant to default of the terms of a mortgage or charge or any such receiver of a Registered Social Landlord who seeks to dispose of the Affordable Housing Land or any part thereof (as to such part)
- 9.1.2 an occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise ("Occupant") or any person other than a Registered Social Landlord deriving title under that Occupant
- 9.1.3 a person acquiring a shared ownership lease of an Affordable Housing Unit ("Lessee") or any person other than a Registered Social Landlord deriving title under that Lessee.
- 9.1.4 a mortgagee of an Occupant or Lessee or any receiver of such mortgagee in the event that a mortgagee of an Occupant or Lessee seeks to dispose of the Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or any such receiver seeks to make a disposition and any person deriving title under them
- 9.2 In the event that a mortgagee of a Registered Social Landlord wishes to exercise its power of sale or such receiver wishes to dispose of the On Site Affordable Housing Units or any part thereof such person shall first use reasonable endeavours to sell the On Site Affordable Housing Units to another Registered Social Landlord PROVIDED THAT if after a period of two months (having used all reasonable endeavours as aforesaid) such person shall not have sold the On Site Affordable Housing Units to another Registered Social Landlord the mortgagee of the Registered Social Landlord or such receiver shall thenceforth be under no obligation to sell the On Site Affordable Housing Units to Registered Social Landlord and shall be entitled to exercise its powers of sale or make a disposition as the case may be free of any restrictions under this Agreement which shall thereupon determine and be of no further effect.



10. Further Terms

10.1 Kennet shall on the execution hereof pay the Council's reasonable costs incurred in the preparation and settlement of this Agreement.

10.2 The covenants in this Agreement shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975 and the Council will upon the written request of Kennet Thames or the Developer at any time after the obligations of Kennet hereunder have been performed or otherwise discharged issue written confirmation thereof and effect cancellation of all entries made in the register of local land charges in relation to this Agreement

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties hereto the day and year first before written

THE COMMON SEAL of ST JAMES)
HOMES LIMITED was hereunto affixed)
in the presence of:-)

THE COMMON SEAL of KENNET)
PROPERTIES LIMITED was hereunto)
affixed in the presence in the presence of:-)

THE COMMON SEAL of THAMES)
WATER UTILITES LIMITED was hereunto)
affixed in the presence of:-)

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed in the)
presence of:)



DATED _____

1999

**AFFORDABLE HOUSING
AGREEMENT**

relating to

**land at the former
Campden Hill Reservoir Site**

ST JAMES HOMES LIMITED

KENNET PROPERTIES LIMITED

THAMES WATER UTILITIES LIMITED

**THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH
OF KENSINGTON AND CHELSEA**

Lawrence Graham
190 Strand
London
WC2R 1JN

0171-379 0000

ETL-925440-B
9.7.99
ETL

THIS AGREEMENT is made the  day of  1999

BY AND BETWEEN ST JAMES HOMES LIMITED whose registered office is at Berkeley House 19 Portsmouth Road, Cobham, Surrey KT11 1JG ("the Developer") of the first part **KENNET PROPERTIES LIMITED** whose registered office is at 14 Cavendish Place London W1M ONU ("Kennet") of the second part **THAMES WATER UTILITIES LIMITED** whose registered office is at Gainsborough House Manor Farm Road Reading Berkshire RG2 OJN (hereinafter "Thames") of the third part and **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of Town Hall Homton Street London W8 7NX ("the Council") of the fourth part

WHEREAS:-

- (A) The Council is the local planning authority for the purposes of this Agreement and for the purposes of the Act for the area within which the Land is situated
- (B) Kennet is the Registered Proprietor with Title Absolute under Title Number: BGL 28734
- (C) Thames holds a leasehold interest in the Property on the Plan for a period until 31st January 2000 commencing from 26th February 1999.
- (D) The Developer has applied to the Council by the Application for planning permission to carry out the Development upon the Land
- (E) The Council failed to give notice of their decision within the appropriate period
- (F) The Developer has by a notice of appeal dated 14th May 1999 appealed to the Secretary of State against the said failure of the Council to give notice of their decision
- (G) The Developer (together with Kennet and Thames) have entered into the Section 106 Agreement with the Council
- (H) In order to underpin the provisions of Clause 5 of the Section 106 Agreement the parties hereunto have agreed to enter into this Agreement

-2-

NOW THIS DEED WITNESSES as follows:-

1. Definitions and Interpretation

1.1 In this Agreement the expressions "the Act" "Affordable Housing" "Application" "Car Parking Spaces" "Council" "Developer" "Development" "Implementation" "Kennel" "Land" "Nominated Registered Social Land" "On Site Affordable Housing Units" "Open Market Housing Units" "Permission" "Property" "the Secretary of State" "Scheme Development Standards" and "Thames" shall have the meanings attributed to them by the Section 106 Agreement

1.2 In this Agreement where the context admits the expressions hereinafter defined shall have the meanings respectively attributed to them:-

"Contracts"

means:-

(i) an agreement for the grant of a lease of the On Site Affordable Housing Units for a term of one hundred and twenty five (125) years

(ii) a JCT contract for the construction of the On Site Affordable Housing Units

(iii) an agreement for the grant of a lease of the Car Parking Spaces for a term of one hundred and twenty five (125) years which lease shall include all necessary rights of access to and egress from the Car Parking Spaces

"Index"

means the All Items Retail Prices Index published monthly by the Office for National Statistics or if such index ceases to be published such other reasonably comparable index as may be substituted by agreement



(691)

"JCT Contract"

means the Standard Form of Building Contract with Contractors' Design 1998 Edition [incorporating amendments as published by the Joint Contracts Tribunal and] as may be amended by agreement between Kennet and the relevant Registered Social Landlord

"Off Site Affordable Housing Units"

means previously occupied or newly constructed residential units within the Royal Borough of Kensington and Chelsea comprising $\frac{1}{3}$ (one third) of the total number of the Open Market Housing Units with a maximum of 50% (fifty per cent) being two bedroom units of not less than 61 sq. m and a minimum of 50% (fifty per cent) being three or more bedroom units of not less than 81 sq. m or larger which shall be constructed to Scheme Development Standards and the service charge to be levied in respect of each such unit shall not exceed the Off Site Service Charge and "Off Site Affordable Housing Unit" shall be construed accordingly

"Off Site Purchase Price"

means a sum equivalent to [[] % ([] per cent)] of the Total Cost Indicator

"Off Site Service Charge"

means the charge to be reasonably levied in respect of the services in relation to each Off Site Affordable Housing Unit not exceeding the affordable rent levels as set out in the Housing Corporation's criteria for rent caps.

"On Site Purchase Price"

means a sum equivalent to [[] % ([] per cent)] of the Total Cost Indicator



"On Site Service Charge"

means the charge to be reasonably levied in respect of the services (including those listed in the Schedule) in relation to each On Site Affordable Housing Unit which shall include all charges necessary to maintain each On Site Affordable Housing Unit to a standard commensurate with the Development and subject to such service charge not exceeding Two hundred and fifty pounds (£250.00) (increased by a percentage equivalent to the percentage increase in the Index for the period between the date of this Agreement and the date upon which the service charge is payable)

"Purchase Contract"

means the form of the contract for the purchase by a Registered Social Landlord from Kennet of an Off Site Affordable Housing Unit and marked "Appendix"

"Substantially Completed"

means completion to a stage at which On Site Affordable Housing Units or Off Site Affordable Housing Units (as the case may be) are substantially ready for the purpose of occupation apart from minor defects and/or omissions

"the Section 106 Agreement"

means an agreement dated the day of 1999 as a planning obligation in pursuance of and for the purposes of Section 106 of the Act and made between the Developer Kennet the Owner and the Council

"Total Cost Indicator"

means the total cost indicator for affordable housing as defined by The Housing Corporation in its latest annual guidance notes at the date of



exchange of contracts for the sale of the On Site Affordable Housing Units or the Off Site Affordable Housing Units (as the case may be) or if such indicator ceases to exist such equivalent indicator as shall be agreed between the Developer and the Council

- 1.2 Clause headings are inserted in this Agreement for reference only and are not deemed to form part of this Agreement
- 1.3 References in this Agreement to Clauses and Schedules are (unless otherwise expressly provided) references to the relevant Clauses and Schedules contained in this Agreement
- 1.4 Words importing the singular include the plural and vice versa and words importing the masculine neuter or feminine genders shall include the other such genders
- 1.5 For the avoidance of doubt the expression "successors in title" shall not be deemed to extend to or include any purchaser (or such purchaser's successors in title) of an individual Residential Unit which shall have been constructed on the Property
- 2. Conditions**
- 2.1 So far as the Council is concerned this Agreement is made pursuant to Section 120 of the Local Government Act 1972 and all other enabling powers
- 2.2 This Agreement shall be conditional upon:-
- 2.2.1 the Section 106 Agreement coming into effect pursuant to Clause 2.2 thereof; and
- 2.2.2 the Section 106 Agreement not terminating and ceasing to have effect (pursuant to Clause 2.4 thereof) prior to (as the case may be):-
- 2.2.2.1 the exchange of contracts between the Developer and a Nominated Registered Social Landlord pursuant to Clause 3.1; or



- 2.2.2.2 the exchange of contracts between the Developer and a Nominated Registered Social Landlord pursuant to Clause 4.3.2; or
- 2.2.2.3 the exchange of contracts between the Developer and the Council pursuant to Clause 4.5.2; or
- 2.2.2.4 the Council requesting the payment of a commuted sum pursuant to Clause 6 of the Section 106 Agreement
- 2.3 The covenants herein shall be enforceable without any limit of time against Kennet and Thames and any successors in title and assigns of Kennet and Thames or any person claiming title through or under Kennet and Thames to the Property or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED THAT no person shall be liable for any breach occurring after he has parted with the whole of his interest in the Property.
3. **On Site Affordable Housing**
- Kennet Thames and the Developer hereby jointly and severally covenant with the Council as follows:-
- 3.1 for a period of six months from the date of Implementation of the Permission to use all reasonable endeavours to exchange Contracts with (in the Developer's discretion) either of the Nominated Registered Social Landlords such contract to be on arms length commercial terms to be agreed between the Developer and the relevant Nominated Registered Social Landlord and shall include the following provisions:
- 3.1.1 the sale price (or premium for a leasehold interest) shall be the On Site Purchase Price
- 3.1.2 the payment of the Service Charge in respect of each On Site Affordable Housing Unit
- 3.1.3 the On Site Affordable Housing Units shall not be used for any purposes other than for the provision of Affordable Housing



3.1.4 the On Site Affordable Housing Units shall be constructed and Substantially Completed pursuant to a JCT Contract within three (3) years of the date of exchange of contracts as referred to in Clause 3.1 or such other period as may be agreed between the Developer and the relevant Nominated Registered Social Landlord but without prejudice to the generality of the foregoing to reflect the relevant Nominated Registered Social Landlord's ability to fund the construction of the On Site Affordable Housing Units

PROVIDED THAT if the relevant Nominated Registered Social Landlord is unable reasonably to satisfy the Developer or Kennet (as the case may be) that it has sufficient funding to meet all the Developer's or Kennet's (as the case may be) costs in connection with the On Site Affordable Housing Units then the Developer or Kennet (as the case may be) shall give notice in writing to the Council and following service of such notice:

3.1.4.1 the Developer or Kennet (as the case may be) shall for the remainder of the said period of six months endeavour to exchange contracts for the sale or grant of a lease of the On Site Affordable Housing Units with the other Nominated Registered Social Landlord and

3.1.4.2 if the Nominated Registered Social Landlord shall not be willing to enter into such contract or shall fail to do so within such period or shall fail reasonably to satisfy the Developer or Kennet (as the case may be) that it has sufficient funds to meet all the Developer's or Kennet's (as the case may be) costs in the construction of the On Site Affordable Housing Units then the Developer or Kennet (as the case may be) shall endeavour to provide Off Site Affordable Housing Units in accordance with Clause 4

3.1.5 the provision of the On Site Affordable Housing Units within the three (3) year period referred to in Clause 3.1.4 shall be in accordance with a phasing plan to be agreed between the Developer or Kennet (as the case may be) and the relevant Nominated Registered Social Landlord and submitted by them to the Council for approval prior to the completion of the disposal of the On Site Affordable Housing Units to the relevant Nominated Registered Social Landlord



- 3.1.6 following the On Site Affordable Housing Units being constructed and Substantially Completed by the Developer or Kennet (as the case may be) in accordance with Clause 3.1.4 the transfer of the On Site Affordable Units shall be completed within twenty eight (28) days of such completion
- 3.1.7 following its disposal to the relevant Nominated Registered Social Landlord the On Site Affordable Housing Units shall be maintained to a standard and quality of finish and maintenance consistent with the overall quality of the remainder of the Development as specified by the Developer or Kennet (as the case may be)
- 3.1.8 there shall be no redevelopment without the Developer's or Kennet's (as the case may be) agreement
- 3.1.9 the Developer or Kennet shall not be required to make any financial payment to the relevant Nominated Registered Social Landlord in order to secure the disposal of the On Site Affordable Housing Units pursuant to this Clause 3.1

4. Off Site Affordable Housing

- 4.1 If at the expiry of six months from the date of Implementation of the Permission no Nominated Registered Social Landlord has entered into a contract as referred to in Clause 3.1 to purchase the On Site Affordable Housing Units then the Developer or Kennet (as the case may be) shall notify the Council in writing within ten working days
- 4.2 Following service of the notice referred to in Clause 4.1 the Developer or Kennet (as the case may be) shall use all reasonable and commercially sensible endeavours to purchase the Off Site Affordable Housing Units within the Royal Borough of Kensington & Chelsea
- 4.3.1 Following its purchase of an Off Site Affordable Housing Unit the Developer or Kennet (as the case may be) shall offer such Off Site Affordable Housing Unit to either of the Nominated Registered Social Landlords at the Off Site Purchase Price for a continuous period of twenty eight (28) days



- 4.3.2 A contract in the form of the Purchase Contract and evidence of title shall be submitted to the relevant Nominated Registered Social Landlord within ten working days following acceptance of the Developer's or Kennet's offer (as the case may be) and exchange of contracts shall take place within twenty (20) working days of the submission of such contract
- 4.3.3 Within ten (10) working days of the exchange of contracts or such works as may be required by the Developer or Kennet (as the case may be) to be undertaken to provide that the Off Site Affordable Housing Unit complies with the Scheme Development Standards being Substantially Completed (if later) the transfer of the Off Site Affordable Housing Unit shall be completed
- 4.4 The Developer and Kennet shall not permit the occupation of:
- 4.4.1 the last five (5) Open Market Housing Units before it has offered for sale 50% (fifty per cent) of the Off Site Affordable Housing Units
- 4.4.2 the last two (2) Open Market Housing Units before it has offered for sale 75% (seventy five per cent) of the Off Site Affordable Housing Units
- 4.4.3 the last Open Market Housing Unit before it has offered for sale all of the Off Site Affordable Housing Units
- 4.5.1 The Developer or Kennet (as the case may be) shall notify the Council in writing within ten (10) working days if having made an offer for the sale of an Off Site Affordable Housing Unit neither Nominated Registered Social Landlord has accepted the offer or entered into a contract for the purchase thereof in accordance with Clauses 4.3.1 and 4.3.2
- 4.5.2 The Council may within one (1) calendar month of the notice as referred to in Clause 4.5.1 elect by notice in writing itself to purchase the said Off Site Affordable Housing Unit when the provisions of Clauses 4.3.2 and 4.3.3 shall apply to the sale of the unit to such Council
- 4.5.3 If the Council does not elect to purchase an Off Site Affordable Housing Unit or having so elected fails to complete the purchase thereof in accordance with Clause



4.5.2 the Developer or Kennet (as the case may be) shall within ten working days pay to the Council a commuted sum in accordance with Clause 6.2 of the Section 106 Agreement

IN WITNESS whereof this Agreement has been duly executed as a Deed by the parties hereto the day and year first before written

THE SCHEDULE hereinbefore referred to
On Site Service Charge

To include the following items:-

- 1. Buildings insurance premium
- 2. Maintenance of basement car park
- 3. Building maintenance and repair
- 4. Maintenance of soft landscape

THE COMMON SEAL of ST JAMES)
HOMES LIMITED was hereunto affixed)
in the presence of:-)

THE COMMON SEAL of KENNET)
PROPERTIES LIMITED was hereunto)
affixed in the presence in the presence of:-)

THE COMMON SEAL of THAMES)

(Handwritten scribble) *(699)*

WATER UTILITES LIMITED was hereunto)
affixed in the presence of:)

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE ROYAL)
BOROUGH OF KENSINGTON AND)
CHELSEA was hereunto affixed in the)
presence of:)

~~700~~
700

APPENDIX

DATED _____ 199

(1)

(2)

AGREEMENT

relating to

LAWRENCE GRAHAM
190 Strand
London
WC2R 1JN
Tel: 0171 379 0000
Ref:

AGREEMENT
(Incorporating the Standard Conditions
of Sale (3rd Edition))
PARTICULARS



Agreement date:

Seller: ST. JAMES HOMES LIMITED whose registered office is at Berkeley House 19 Portsmouth Road Cobham Surrey or KENNETT PROPERTIES LIMITED whose registered office is at 14 Cavendish Place London W1M 0NU

Buyer: [Registered Social Landlord]

Property: [Freehold/Leasehold Property known as]

Shares: The Seller' share in [Management Company Limited at face value]

	£	£
Purchase Price:		
ADD Price for Fixtures, Fittings and Contents		
LESS Deposit		
<u>BALANCE</u>		<u>£</u>

Title Number/Root of Title:

Title Guarantee: Full/Limited with the qualifications set out in Special Condition 3 hereof.

Incumbrances on the Property: Subject to entry/ies numbered [] in the Charges Register of the Title Number/the matters referred to in the Property Registry of the Title No: the covenants restrictions contained in the dated and made between]

Contract rate: 4% above Royal Bank of Scotland plc base rate from time to time




Completion date:

[EITHER on or before the expiry of 10 working days from the date hereof or within 10 working days of completion of the works referred to in the Schedule hereto (if any)]

THE SELLER WILL SELL AND THE BUYER WILL BUY THE PROPERTY FOR THE PURCHASE PRICE IN ACCORDANCE WITH THE FOLLOWING SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. (a) THIS Agreement incorporates the Standard Conditions of Sale (3rd Edition) hereinafter called "the Standard Conditions". Where there is a conflict between the Standard Conditions and this Agreement this Agreement prevails
 (b) Where the context so admits terms used or defined in this Agreement have the same meaning when used in the Standard Conditions
2. THE Property is sold subject to the Incumbrances on the Property details of which have been supplied to the Buyer and the Buyer will raise no requisition on them
3. SUBJECT to the terms of this Agreement and to the Standard Conditions of Sale the Seller is to transfer the Property with the title guarantee specified in the Particulars on the first page hereof SUBJECT to the following qualification/s: -
 (a) COVENANTS implied under section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 ("the 1994 Act") shall be amended so that the words "at his own cost" in Section 2(1)(b) are replaced by the words "at the cost of the person to whom the disposition is made"
 (b) The covenants implied by Section 4(1)(b) of the 1994 Act are excluded insofar as they relate to subsisting breaches of conditions or tenant's obligations in the Lease which relate to the state of repair and decoration of the property comprised in the Lease
4. THE fixtures fittings and contents set out on the annexed Fixtures Fittings and Contents Forms are included in the sale
5. THE Property is sold with vacant possession on completion
6. THE Standard Conditions shall be varied as follows:-
 (a) Standard Conditions 4.2.3, 4.3.2, 4.5.5, 6.7(a) and (b) and 8.2.4 shall not apply
 (b) Standard Conditions 5.1.1 and 5.1.2 shall not apply and the following Condition shall be substituted: -
 If the property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or on behalf of the buyer are reduced by reason of the existence of any policy effected by the Seller, the purchase price for the Property shall be abated by the amount of such reduction but this special Condition shall not apply if the



proceeds of the seller's policy are applied towards the reinstatement of the Property pursuant to any statutory or contractual obligation

(c) In Standard Conditions 6.1.2 and 6.1.3 the hour of 1.00pm shall be substituted for 2.00pm

(d) In Standard Condition 8.3.4 the words "three working days before" shall be deleted and replaced by the words "ten working days following the"

7. (a) The Buyer admits that no representation (oral or written) has been made to the Buyer prior to the date of this Agreement by or on behalf of the Seller (except statements made in writing by the Seller's Solicitors to the Buyer's Solicitors) concerning the Property which has influenced induced or persuaded the Buyer to enter into this Agreement or which forms part of this Agreement or any Agreement collateral with it

(b) The Seller has taken reasonable care in supplying replies to standard enquiries about the property and/or in answering the enquiries raised by the Buyer but the Seller shall not be liable to the Buyer in respect of non-disclosure of any encumbrance of which the Seller does not have actual notice whether notice shall be implied by statute or otherwise

8. AFTER completion this Agreement shall remain in full force with regard to anything remaining to be done performed or observed hereunder and not provided for in the Transfer to the Buyer

9. THIS Agreement is personal to the Buyer and the Seller shall not be obliged to transfer or convey the title to the property to any party other than the Buyer or by more than one transfer or conveyance

10. ANY works required to be carried out to the Property prior to completion shall be executed in a good and workmanlike manner

[11. THE Transfer to the Buyer shall contain the following clause:-
"And it is hereby declared that the covenants on the part of the Transferor implied by Section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Transfer so far as they relate to the covenants in the Lease for the repair and decoration of the demised premises and the parties hereto hereby apply to the Registrar to enter on the Register in the appropriate manner a note that the implied covenants were qualified in the manner above set out"]

[12. THE Buyer shall purchase the Shares at the price stated in the Particulars]

[13. THE Buyer will on or before completion and at the Buyer's expense have the appropriate Deed of Covenant prepared and executed by the Buyer]

[14. I hereby release all equitable rights and rights of occupation I may have in the Property and covenant to give up vacant possession on completion]

Signed:

THE SCHEDULE

Works required to be carried out to the Property prior to completion

WARNING

This is a formal document designed to create legal rights and legal obligations

Signed.....SELLER/BUYER

SELLER'S SOLICITORS

BUYER' S SOLICITORS

LAWRENCE GRAHAM
190 Strand
London WC2R 1JN



ENGLISH HERITAGE

LONDON REGION

705
EHA

McCoy Associates
31 Station Road
HENLEY ON THAMES
Oxon
RG9 1AT

Your ref: DMcC/pw/CHR

Our ref: LRS/3120/0

13 July 1999 -

Dear Mr McCoy,

**FORMER THAMES WATER RESERVOIR AND WATER TOWER HOUSE
97 CAMDEN HILL ROAD, W8**

Thank you for your letter of the 12 July 1999.

Point 2 of my letter dated 21 January 1999 should also be read in conjunction with the full contents of paragraph 3. The same point is made on 8 April.1999 (Point 3)

To answer the question in your letter of 12 July 1999 English Heritage has less concern about the **internal** spaces and architecture of the development than the fact that both '*spill into the neighbouring street*'. I believe Aubrey Walk would be less disturbed by the proposed development if the central space (which is simultaneously defined by buildings and planting) were not to create such a formal feature on Aubrey Walk. I have suggested this may be achieved through informal planting, and in the means of detailing and enclosing this space. A better solution would be to redesign the entire development so that it does not require to be screened. Such advice, however, extends beyond the remit of English Heritage in this matter.

I trust this clarifies the situation so far as English Heritage is concerned. It seems essentially to repeat the points already made, but I trust you will feel you have the answer that your letter requests.

Yours sincerely

DAVID STABB
Inspector of Historic Buildings
Kensington and South London Team

RECEIVED BY PLANNING SERVICES									
EX DIR	HDC	N	C	SW	SE	EN	AC	CON	
16 JUL 1999									
REC	ARB	FWD	CON	DES	FEE				

(49)

cc: Department of the Environment, Inspectorate (Room 12/2West)
Tollgate House
Houlton Street
BRISTOL BS2 2DJ Ref K5600/A/99/1022704

LEGAL SERVICES

THE TOWN HALL, HORNTON STREET, LONDON W8 7NX

DIRECTOR OF LEGAL SERVICES

A.G.PHILLIPS LLB, SOLICITOR

Mr T Blaney
Lawrence Graham
DX 39 London/Chancery

TELEPHONE 0171-361-2617
FACSIMILE 0171-361-3488
DX 84015 Kensington High Street 2
INTERNET teljz@rbkc.gov.uk

also by fax 0171 379 6854

13 July, 1999

My reference:

JZ/10019056

Your reference:

TDB/S3402/1

Please ask for:

John Zukowski

Dear Mr Blaney,

Campden Hill Reservoir - Proposed S106 Agreement

Thank you for your letter of 9 July concerning the above. Before I deal with the revised draft agreement I would comment that the proposal by your clients to revise the detail of the Aubrey Walk block is considered by my client to be a material alteration to the appeal proposal requiring a fresh planning application. My understanding is that your clients will utilise the proceeds of sale from the extra units obtained from the amended proposal to enable them to agree with Notting Hill Housing Trust an acceptable (to them) level of service charge.

The above mentioned revised proposal will need to go before Members in due course and a resolution to enter into a planning obligation with your clients will presumably be forthcoming only if (a) they are satisfied with the affordable housing proposals and (b) they are satisfied that there are no other material objections to the grant of planning permission in respect of the revised proposal. In the event that members would be satisfied as to both (a) and (b), a planning obligation would be sought in the form of a "Grampian" style obligation whereby occupation of all or part of the site would not be permitted until such time as your clients transferred the whole of the affordable housing requirement to a RSL. The onus would, in the meantime, be on your clients to agree on the terms of transfer outside the planning obligation. No opportunity would be afforded for any "sequential" or "cascade" approach to be contained in the agreement, which would require solely "on-site" provision. This is the approach I consider to be contemplated by Note (iii) to paragraph 33 of Circular 6/98.

Turning now to the drafts provided I would first of all comment on the third paragraph of your letter where you note that the instrument of transfer should not be comprised in a planning obligation. I concur with this. However you proceed to provide a draft instrument in line with paragraph B26 of Circular 1/97. I do not see why this should be required. The Council is not and would not resolve to acquire land in connection with this matter. Section 120 of the Local Government Act 1972 therefore has no role here. In any event the Affordable Housing Agreement purports to include the Council as a party whilst the operative parts of the agreement deal with a further agreement (a contract) to deal with a disposition of the affordable housing to an RSL who is not a party to that agreement; the Council would never enter into such an agreement which would restrict the ability of the RSL to negotiate terms of sale.

~~2019~~ 707

Having removed the above elements from the drafts provided I turn to the draft planning obligation on which I make the following major points subject to the overriding premises (i) that the Council has already resolved that the sequential test is unacceptable and (ii) that the obligation is intended to be a material planning obligation to be put before the Inspector:-

1. The Council cannot be party to the agreement i.e. it should be drafted as a unilateral obligation
2. Reference to "low cost market housing" should be deleted from the agreement
3. The obligation should be restricted to the application before the Inspector
4. Clause 2.1 should encompass the Land and not just the affordable housing element
5. Clauses 5.1 and 5.2 should be deleted as should clause 6 in its entirety
6. There should be a "Grampian Style" clause restricting occupation on at least half of the market housing until the transfer to an RSL of the affordable housing land to an RSL for affordable housing purposes

It would appear that we still have some considerable ground to make up before we are at one on the approach to the planning obligation issue in respect of the appeal application. Perhaps we may be able to make more progress on the revised proposal when we meet on Wednesday.

Should you wish to write further on this or any other matter concerning the Appeal, please ensure that all correspondence is addressed to me and not my client.

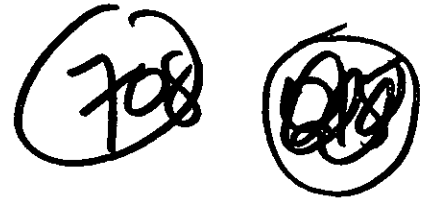
Yours sincerely,

John Zukowski
for Director of Legal Services

cc Derek Taylor, Planning Services - Central
Phil Hughes, Forward Planning

PLANNING AND CONSERVATION

THE TOWN HALL HORNTON STREET LONDON W8 7NX



Executive Director M J FRENCH FRICS Dip TP MRTPI Cert TS

Bob Sellwood
Sellwood Planning
Highgate House
Bambers Green, Takeley
Bishop's Stortford
Herts CM22 6PE

Switchboard: 0171-937 5464
Extension: 2057
Direct Line: 0171-361 2057
Facsimile: 0171-361 3463

15th July 1999

My reference: DPS/DCC/PP/99/ Your reference:
0733

Please ask for: Mr D. Taylor

Dear Sir,

Town and Country Planning Act 1990 Campden Hill Reservoirs

Further to our meeting yesterday and other recent discussions, I set out below my understanding of the position regarding affordable housing at the above appeal site:

- (1) There is no question over viability;
- (2) It is physically possible to provide 17 units of affordable housing on site;
- (3) There are no significant management problems or other practical obstacles to providing the affordable housing;
- (4) The only major area of difficulty arises over the amount of service charge to be levied in respect of the affordable housing units

I would be grateful if you could confirm whether or not, within the appeal scheme, you can cap the level of service charge for each affordable unit £250 (subject to any inflation supplement) without bringing the viability of the site into question.

I await your urgent response to this question.

Yours faithfully,

Derek Taylor
Area Planning Officer
for
Executive Director, Planning & Conservation

R

MEMORANDUM

(Handwritten initials) (709)

To: Executive Director, Planning & Conservation
cc: Stan Logan, Housing Initiatives

From: Director of Legal Services

Your Ref: Derek Taylor

My Ref: JZ
Ext: 2617

Date: 15 July, 1999

Campden Hill Reservoir Appeal
Suggested Unilateral Obligation for Completion by Developer

I enclose herewith a draft Section 106 which gives, as well as other minor matters, the preferred method of affordable delivery of Affordable Housing on the above site. Please let me have your comments asap.

John Zukowski
for Director of Legal Services

RECEIVED BY PLANNING SERVICES							
EX DIR	HDC	N	C	SW	SE	ENF	AO ACK
19 JUL 1999						(88)	
DES	IC	PC	RE	FWD PLN	CON DES	FEES	



- D The Developer has the benefit of [?]
- E The Club has the benefit of a lease 27 January 1994 and an agreement for a lease dated 25 September 1998 both granted by Thames
- F The Planning Application was made to the Council
- G The Council has failed to determine the Planning Application within the appropriate period
- H The Developer has by notice of appeal dated 14 May 1999 appealed to the Secretary of State against the said failure of the Council to determine the Planning Application
- I The Developer **[provided it has an interest in the Land]** together with the Owner and the Lessee has agreed to enter into this unilateral obligation to make provisions for regulating the Development and for securing the matters herein referred to

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. **INTERPRETATION**

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

<u>WORDS AND EXPRESSIONS</u>	<u>MEANINGS</u>
"AffordableHousing"	residential accommodation provided to meet the objectives of a Registered Social Landlord
"Covenantors"	[the Developer] the Owner the Lessee and the Club
"AffordableHousing Provision"	the provision described in the Second Schedule
"Development"	the development referred to in the Planning Application and described in the First Schedule
"Executive Director"	the Executive Director of Planning and Conservation and

shall be deemed to mean the officer for the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment

29
72

"Land" the land known as the former Campden Hill Reservoir Site, Kensington W8 which is registered at HM Land Registry under Title No. [] and is shown for identification purposes edged in red on the Plan

"Market Housing" residential accommodation for sale on the open market

"Plan" the plan annexed hereto

"Planning Application" the application for planning permission under the Council's reference number TP/98/2126/D/12

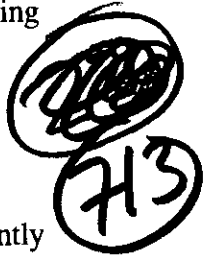
"Planning Permission" the planning permission to be granted pursuant to the Planning Application and the appeal to the Secretary of State under DETR reference APP/K5600/A/99/1022704

"Residential Social Landlord" an organisation registered under the Housing Act 1996 (or if such bodies cease to exist or be superseded then the nearest equivalent body whose objectives include the provision of Affordable Housing)

1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force



1.5 Covenants made thereunder if made by more than one person are made jointly and severally

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 111 of the Local Government Act 1974, Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and all other powers so enabling

2.2 This Deed contains a planning obligation made pursuant to the said Section 106 which is enforceable by the Council and which binds each and every part of the Land

2.3 The terms of this Deed (other than 4.1 and 4.2 below) shall come into effect upon the grant of the Planning Permission

2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

2.5 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in

any way be deemed thereby to be affected or impaired

714



2.6 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

2.7 Nothing this Deed shall be construed as a grant of planning permission

2.8 The covenants herein shall be enforceable without any limit of time against the Covenantors and any successors in title and assigns of the Covenantors or any person claiming title through or under the Covenantors to the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person

3. **THE COVENANTORS' COVENANTS**

3.1 The Covenantors hereby jointly and severally covenant with the Council as follows:-

3.1.1 not to occupy or permit the occupation of any of the Market Housing to be provided in accordance with the Planning Permission until such time as the freehold or long leasehold interest of not less than 125 years in the Affordable Housing Provision has been transferred or granted (as the case may be) to a Registered Social Landlord

3.1.2 the units of Affordable Housing shall not be occupied other than by households in need of Affordable Housing in the Council's area PROVIDED THAT this shall not prevent any tenant from exercising his right to acquire under the

provisions of the Housing Act 1996

715



3.1.3 the Owner shall give to the Council 28 days notice in writing of its intention to carry out any works of demolition site clearance diversion and laying of services and construction of the principal vehicular access road to serve the land

3.1.4 the Owner shall pay to the Council within 14 days of a written demand the sum not exceeding £2000 representing the cost to the Council of taking appropriate measures within 28 days of the service of the notice referred to in clause 3.1.3 for the protection of the trees marked on the Plan and thereafter maintaining such protection until completion of the Development PROVIDED THAT after three years from the date of serving the said notice the Owner shall make such further payment in respect of tree protection as the Council by written demand shall reasonably require

3.1.5 the communal footpaths and footways on the Development shall be accessible to the public on foot only at all times

3.2 Subject to Clause 3.3 of this Deed notwithstanding Clause 2.8 of this Deed the agreement shall not be binding upon the following in the circumstances set out below:-

3.2.1 the mortgagee of the Registered Social Landlord or any receiver of such mortgagee or any persons deriving title under them in the event that the mortgagee of the Registered Social Landlord seeks to dispose of the Property or any part thereof (as to such part) pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or any such receiver seeks to dispose of the property or any part thereof (as to such part)

3.2.2 an occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise ("the Occupant") or any person other than a Registered Social Landlord deriving title under that Occupant

3.2.3

the mortgagee of the Occupant or any receiver of such mortgagee or any person deriving title under them in the event that the mortgagee of the Occupant seeks to dispose of the Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or any such receiver seeks to make a disposition

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3.3

In the event that a mortgagee of a Registered Social Landlord wishes to exercise its power of sale or such receiver wishes to dispose of the Property or any part thereof such person shall first use reasonable endeavours to sell the Property to another Registered Social Landlord PROVIDED THAT if after a period of 2 months (having used all reasonable endeavours as aforesaid) such person shall not have sold the Property to another Registered Social Landlord the mortgagee of the Registered Social landlord or such receiver shall thenceforth be under no obligation to sell the Property to a Registered Social Landlord and shall be entitled to exercise its powers of sale or make a dispositions as the case may be free of any restrictions under this agreement which shall thereupon determine and be of no further effect

4.

FURTHER TERMS

4.1

The covenants in this Deed shall be treated and registered

- (a) as local land charges for the purposes of the Local Land Charges Act 1975 and
- (b) in the Charges Register of the registered titles of the Owner(s) at HM Land Registry

4.2

Any notice to be served on and any payment (by cheque made payable to the Royal Borough of Kensington and Chelsea) shall be served on or delivered to the Executive

Director at the Town Hall aforesaid



FIRST SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

Redevelopment to provide nineteen houses and forty eight apartments plus twelve tennis courts (six in lower level and six open courts) plus a practice court, basement car parking, new access points for pedestrians and vehicles and landscaping in accordance with Council drawings numbered TP/98/2126 and TP/98/2126/A and Applicant's drawings numbered P099, P100A, P101A, P102A, P103A, P104A, P105A, P106A, P107A, P108A, P109A, P110A, P111A, P112A, P113A, 8809 sheet 3,4,5,9029 sheet 1,3,4,5,6

SECOND SCHEDULE

AFFORDABLE HOUSING PROVISION

1. The provision of 17 number units of Affordable Housing to be provided on the land edged in [blue] on the Plan in accordance with the Planning Permission together with 5 number underground parking spaces.
2. The cost per unit of Affordable Housing to be paid to the Owner by a Registered Social Landlord shall not exceed one hundred per cent of the Total Cost Indicators applied by the Housing Corporation at the time of transfer or grant of the Affordable Housing Provision net inclusive of all land costs and shall be constructed to Housing Corporation standards

IN WITNESS of which this Deed has been executed on the first date before written

THE COMMON SEAL of ST JAMES)
 HOMES LIMITED was hereunto)
 affixed in the presence of:-)

The COMMON SEAL of KENNET)
PROPERTIES LIMITED was hereunto)
affixed in the presence of:-)



THE COMMON SEAL of THAMES)
WATER UTILITIES LIMITED was)
hereunto affixed in the)
presence of:-)

SIGNED AS A DEED on behalf)
of CAMPDEN HILL LAWN TENNIS)
CLUB by:-)

DATED

1999

 ST JAMES HOMES LIMITED 

-and-

KENNET PROPERTIES LIMITED

-and-

THAMES WATER UTILITIES LIMITED

-and-

CAMPDEN HILL LAWN TENNIS CLUB

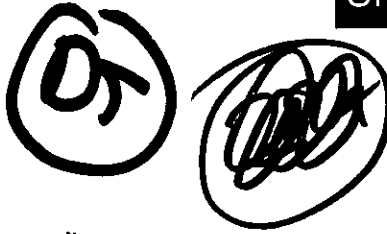
UNILATERAL OBLIGATION

Made pursuant to Section 106 of
the Town and Country Planning
Act 1990 (as amended by the
Planning and Compensation Act 1991)

Re: Land at former Campden Hill
Reservoir Site Kensington W8

16th July 1999

Ref: RMS/StJ/CAM/99142



SP Sellwood Planning 720

Chartered Town Planners
Chartered Surveyors

Highgate House
Bambers Green
Takeley
Bishop's Stortford
Herts CM22 6PE

Telephone (01279) 871799
Facsimile (01279) 870790
Mobile 07801 321162

Executive Director Planning & Conservation
Royal Borough of Kensington & Chelsea
Town Hall
Horton Street
London
W8 7NX

FAO : D Taylor

RECEIVED BY PLANNING SERVICES									
EX DIR	HDC	N	C	SW	SE	ENF	AO ACK		
19 JUL 1999 (41)									
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FAX & POST

Dear Sir

Campden Hill Reservoirs : Affordable Housing

Thank you for your letter of the 15th July 1999 concerning affordable housing.

I can confirm that the Appellants position at the Appeal is as follows;

1. The Appellants are not seeking to argue that the provision of on site affordable housing will threaten the viability of the overall project.
2. It is physically possible to provide 17 units of affordable housing on site.
3. Whilst the layout of the scheme is not ideal in terms of a mix of affordable and market housing, there are no significant management problems or practical obstacles.
4. Since the Appellants are willing to cap the annual service charge at £250.00 (a figure suggested by the NHHT) - subject to an inflation supplement - there is no remaining difficulty concerning this point.

On the basis of the above it is my view that if any issues remain between us, they are only ones of legal drafting.

Yours faithfully

R M Sellwood

cc. T Blaney
P Hull

721



Inspector's Report March 1994



The Royal Borough of
Kensington and Chelsea

CHAPTER 9

LEISURE AND RECREATION

INTRODUCTION

i. With regard to the overall layout of Chapter 11, the lack of sub headings and general section headings is confusing. For example the sub heading "Existing Open Space" encompasses policies on the loss of existing public and private open space, garden space, the wider use of private open space, sitting out and amenity areas, public rights of way and nature conservation sites. It would assist the reader if consideration was given to sub dividing the Chapter and introducing more sub headings where relevant.

ii. Before going on to consider in detail all the duly made objections to the Leisure and Recreation Chapter I shall comment on the objections made regarding perceived omissions from this chapter of the Plan.

OBJECTIONS TO OMISSION OF PARAGRAPHS AND MAPS SETTING OUT OPEN SPACE DEFICIENCY

9.1.1 An objector seeks the inclusion of paragraphs to explain the degree of deficiency of access to open space within the Borough and maps of open spaces and areas of deficiency, which is considered would strengthen the Council's case both to protect and increase the provision of open space.

Inspector's Comments

9.1.2 PPG17 on Sport and Recreation advises that local plans should provide the appropriate context in which to assess local needs for recreational facilities and identify deficiencies. The UDP gives only a very broad description and no quantitative or qualitative assessment of open space deficiency. As the Council has carried out a detailed Open Space Survey (October 1992 Reference ZA62) it would add weight to the overall conclusion set out in para 3.1, that the Borough is extremely deficient in public open space, if reference were made to this survey in the text of the Plan.

9.1.3 PPG17 does not explicitly recommend local planning authorities to prepare an open space deficiency map. I share the Council's concern that in this particular highly developed urban area, simplification for purposes of legibility might lead to challenges as to those areas which are or are not areas of deficiency, and also the possibility of disputes about the importance to be attached to private open space, indoor recreation facilities, etc. Similarly I am not convinced there would be any benefit in showing existing open spaces on the UDP Proposals Map.

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Recommendation

9.1.4 That the text of the Plan is amended to include reference to the results of the Council's Open Space Survey.

OBJECTION TO OMISSION OF REFERENCE TO NEEDS OF SUB TEEN AND TEENAGE POPULATION

9.2.1 The Earl's Court Neighbourhood Associations consider the Plan should make specific reference to the particular needs of young people aged between 8 and 14 years, who form a higher than normal percentage of the population of certain parts of the Borough, such as Earl's Court and South Stanley where family homes tend to be cramped and suitable recreational facilities are very limited.

Inspector's Comments

9.2.2 The Census summaries provided by the Council show that the proportion of young people resident in South Stanley is average for Inner London, while that in Earl's Court is lower than normal in the Borough. Bearing in mind the land use nature of the Plan and the diverse open space and recreational needs of those within this age group, I consider these are reasonably addressed by the policies in the UDP, in both the Leisure and Recreation and Social and Community Services chapters.

9.2.3 I do not accept that this group should be highlighted as having particular leisure and recreational requirements in Objective (D) in para 1.1 and para 5.1. Objective (D) has regard to the full range of people's leisure and recreational requirements and it would be inappropriate to single out young people for special mention without adequate justification. The only group identified throughout the Plan as a special case are those with special mobility needs as this is an issue of particular importance to land use planning, involving the layout and physical design of buildings and land.

Recommendation

9.2.4 No modification.

GENERAL POLICIES

OBJECTIONS TO PARA iv. OF REASONED JUSTIFICATION

9.3.1 Objections have been made to various words in this paragraph, and the apparent preference in favour of giving wider access to private open space.

Grove House
27 Hammersmith Grove
London W6 0JL

DT
RB
16/7
723
RB
16



Fax message

To Derek Taylor. Date/Time 16.7.99.

Company RB KRC Fax No 0171-3613463

From: Name and Company Jane Wood

Total number of pages including this page 11

In case of difficulty please telephone sender on 0181-3575028.

Message

Attached is a copy of the Section 106 for Bankside in Isleworth for St James.

Sorry about the delay.

Jane

R.B.K. & C.
TOWN PLANNING
16 JUL 1999
RECEIVED

PLEASE JATE

DATED 4th of February 1999

(724)

(724)

KENNET PROPERTIES LIMITED

- and -

THE LONDON BOROUGH OF HOUNSLOW

DEED OF UNDERTAKING

pursuant to Section 106 Town and Country
Planning Act 1990
relating to the development of land at
Bankside Close Isleworth in the London Borough of Hounslow

LAYTONS
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0LS
Ref: DMH/59756

(Handwritten initials)

(Handwritten number 725)

THIS DEED OF UNDERTAKING is made the *fourth* day of *February* 1999

BY:

KENNET PROPERTIES LIMITED having its registered office at Nugent House Vastern Road Reading Berkshire RG1 8DB (Company Registration Number 2498997) ("Kennet")

TO:

THE LONDON BOROUGH OF HOUNSLOW of The Civic Centre Lampton Road Houslow Middlesex TW3 4DN ("the Council")

WHEREAS:

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situate
- (B) Kennet owns the freehold interest in the Property
- (C) Kennet through St James Homes Limited has applied to the Council under reference (01647/A/TP) for planning permission to undertake the erection of 84 dwellings together with ancillary roads and landscaping ("the Application")

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

For the purposes of this Agreement the following words and expressions shall have the following meanings respectively ascribed to them unless the context otherwise requires:

- "the Act" - means the Town and Country Planning Act 1990 (as amended);
- "the Affordable Housing" - means both low cost market and subsidised housing (irrespective of tenure or ownership - whether exclusive or shared - or financial arrangements) that will be available to people who cannot afford to occupy houses generally available on the open market (as defined in Department of Environment

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- Circular 6/98) to be owned or managed by a Housing Association and/or a Social Landlord;
- "the Affordable Housing Site" - means the area of land upon which the Affordable Housing Units are to be constructed;
- "the Affordable Housing Units" - means 2 three bedroomed houses 8 two bedroomed flats and 6 one bedroomed flats for use as Affordable Housing sited on plots 1 and 2 and 71 to 84 (inclusive) shown on Plan No 2;
- "the Amenity Land" - means an area of amenity space (within which the flats being plot numbers 49-70 (inclusive) and 71-84 (inclusive) are to be constructed to be provided in the location shown edged green on the Plan No 2 in accordance with the Application;
- "Commencement of Development" - means the commencement of the Development by the undertaking of a Material Operation;
- "Development" - means the re-development of the Property by the erection of 84 dwellings, access roads, parking amenity space and landscaping;
- "Education Contribution" - means the sum of FIFTY FOUR THOUSAND POUNDS (£54,000) as a contribution towards the provision of secondary school places within the London Borough of Hounslow;
- "Housing Association" - means an Housing Association registered under the Housing Association Act 1985 and with the Housing Corporation established thereunder;
- "Material Operation" - means an act of development (as defined by Section 56(4) of the Act) which for the purposes of this Agreement shall be deemed not to include such operations as demolition, archaeological surveys, site clearance, site preparation, diversion and laying of services;
- "Plan No 1" - means the Location Plan No 9798-Loc Revision B annexed hereto and marked "Plan No 1";

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- "Plan No 2" - means the Site Layout Plan No 9798-10 Revision D annexed hereto and marked "Plan No 2";
- "Planning Permission" - means planning permission granted on Appeal pursuant to the Application;
- "Property" - means the freehold land shown edged red on the Plan No 1 being land at Bankside Close Isleworth in the London Borough of Hounslow;
- "the Recreation Contribution" - means the sum of TWELVE THOUSAND POUNDS (£12,000) as a contribution towards the provision of a children's play area to be constructed in Redlees Park in the London Borough of Hounslow;
- "Social Landlord" - means a social landlord on the Register of Social Landlords maintained under Section 1 Housing Act 1996

2. INTERPRETATION

2.1 Where in this Deed reference is made to a clause, paragraph, schedule, plan or recital such reference (unless the context otherwise requires) is a reference to the clause, paragraph, schedule, plan or recital of (or in the case of a plan) attached to this Deed

2.2 Where in any schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule

2.3 References in this Deed to Kennet shall include a reference to its successors in title and assigns to the Property and to persons claiming through or under them

2.4 References in this Deed to the Council shall include its successors as the Local Planning Authority for the area in which the Property is located

3. LIMITATION OF AGREEMENT

3.1 This Deed shall come into effect only upon the grant of the Planning Permission AND unless and until the Planning Permission shall be implemented by the carrying out of a Material Operation there shall be no obligation to perform the obligation set out in the First Schedule hereto

3.2 No person shall be liable for the breach of this Deed occurring after it has parted with its interest in the Property or the part thereof in respect of which the obligation relates

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[Handwritten signature]

and such breach occurs provided that such person shall remain liable in respect of any breach occurring prior to its parting with its interest as aforesaid

3.3 The undertakings contained in clause 4 hereof are planning obligations for the purposes of Section 106 of the Act and shall be enforceable by the Council

4. AGREEMENTS BY KENNET

Kennet undertakes pursuant to Section 106 of the Act Section 111 Local Government Act 1972 and all other enabling powers with the Council so as to bind the Property to perform the obligation set out in the Schedule hereto

5. COSTS

Kennet hereby undertakes to discharge the reasonable costs of the Council in relation to the completion of this Deed

IN WITNESS whereof this Deed has been executed as a Deed the day and year first above written

THE SCHEDULE

1. AFFORDABLE HOUSING SITE

1.1 Kennet shall use all reasonable endeavours to exchange contracts with either of an Housing Association or a Social Landlord which shall in its reasonable discretion be acceptable to the Council for the disposal of the Affordable Housing Site or (in Kennet's absolute discretion) Affordable Housing Units such contract to be on arms length commercial terms to be agreed between Kennet and the relevant Housing Association or Social Landlord including the following provisions:

1.1.1 the sale price (or premium for a leasehold interest) shall be such sum as shall represent the reasonable opinion of Kennet of the value of the Affordable Housing Site or Affordable Housing Units (on the assumption that they are completed and ready for occupation) (as the case may be) on the open market subject to the restriction contained in clause 1.1.2 hereof

1.1.2 the Affordable Housing Site and the Affordable Housing Units shall not be used for any purpose other than for the provision of Affordable Housing PROVIDED

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THAT this stipulation shall not be binding upon any mortgagee of an Housing Association or Social Landlord to whom the Affordable Housing Site may be transferred or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver

1.1.3 subject to clause 1.1.5 the Affordable Housing Units will be constructed by Kennet (or its nominees or contractors) within three years (or such other period as may be agreed between Kennet and the relevant Housing Association or Social Landlord for example but without prejudice in generality of the foregoing to reflect the relevant Housing Associations or Social Landlord's ability to fund the construction of the Affordable Housing Units) of the date:

- (a) of completion of the transfer of the Affordable Housing Site to the relevant Housing Association or Social Landlord if the Affordable Housing Units are to be constructed following such transfer or
- (b) of the date of exchange of contracts for the transfer of the Affordable Housing Units if the Affordable Housing Units are to be constructed as part of such transfer

PROVIDED THAT if the relevant Housing Association or Social Landlord is unable to guarantee to Kennet that it has sufficient funding to meet all Kennet's costs in the construction of the Affordable Housing Units then Kennet obligations pursuant to this clause 1.1.3 shall automatically and without further act determine

1.1.4 following its disposal to the relevant Housing Association or Social Landlord the Affordable Housing Site or the Affordable Housing Unit shall be maintained to a standard and quality of finish and maintenance consistent with the overall quality of the remainder of the Development as specified by Kennet

1.1.5 the disposal may in Kennet's sole discretion be by way of a transfer of the Affordable Housing Site and subsequent completion of the construction of the Affordable Housing Units pursuant to a JCT contract or by the transfer of the Affordable Housing Units once constructed and ready for occupation

1.1.6 there shall be no redevelopment without Kennet's agreement

1.2 Kennet shall not be required to make any financial payment to the relevant Housing Association or Social Landlord in order to secure the disposal of the Affordable Housing Site pursuant to this paragraph 1 to either of the Housing Association or Social Landlord which in its sole discretion it does not consider to be of sound financial status

1.3 Kennet may give the Council notice in writing if an unconditional contract has not been entered into with either of an Housing Association or a Social Landlord for the disposal of the Affordable Housing Site by the 31st March 2000. Upon service of such notice it shall be a term of this Deed that if an unconditional contract as aforesaid shall not have been entered into prior to the expiration of 28 days after service of the said notice (as to which period time shall be of the essence) then the undertakings given by Kennet and the Council to dispose of the Affordable Housing Site in accordance with this schedule shall expire and be cancelled absolutely but Kennet undertake that upon such cancellation they will offer to pay to the Council the sum of ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) as a contribution towards the provision of Affordable Housing within the London Borough of Hounslow

2. CONTRIBUTIONS

2. Prior to the Commencement of Development Kennet shall pay to the Council:
- (i) the Education Contribution
 - (ii) the Recreational Contribution

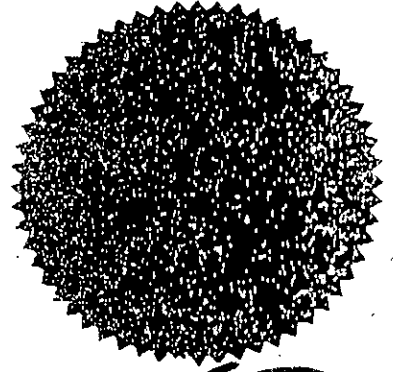
3. THE AMENITY LAND

- 3.1 Prior to Commencement of Development Kennet shall submit to the Council for its approval proposals for the maintenance of the Amenity Land by a management company or companies composed of residents of the Development at such residents costs which shall include arrangements for the contracts and transfers of residential units comprised within the Development to require residents to make a contribution towards the cost of such management company or companies
- 3.2 Following the approval of the maintenance proposals for the Amenity Land by the Council pursuant to clause 3.1 Kennet shall provide the Amenity Land during the course of the construction of the Development
- 3.3 Following its provision pursuant to clause 3.2 Kennet shall use all reasonable endeavours to procure the continued maintenance of the Amenity Land in accordance with the maintenance proposals approved by the Council are pursuant to clause 3.1
- 3.4 Nothing in this Agreement shall require Kennet to make any financial contribution towards the cost of the continued maintenance of the Amenity Land once it has been

provided as part of the Development pursuant to clause 3.2 which shall be the responsibility of the residents management company referred to in clause 3.1

THE COMMON SEAL of KENNET PROPERTIES LIMITED was herewith affixed in the presence of:

Director
Director



POOR QUALITY ORIGINAL



ST JAMES HOMES

*Betty
copy to
Peggy for info*

Our ref: MS/OOC

David Woods
Notting Hill Housing Trust
27 Hammersmith Grove
London W6 OJL



AM



1st June 1999

Dear David

Re: Bankside Close, Isleworth

Further to the meeting at our offices last week, I am pleased to enclose a copy of the Section 106 Deed of Undertaking that was entered into with the London Borough of Hounslow in respect of the above site.

I will send a copy of the agreement to Keith Bennett at E.C. Harris as discussed.

Yours sincerely

Martin Simms
Land Director

c.c. Keith Bennett
Eddie Pinchin

DEVELOPING EXCELLENCE

ST JAMES HOMES LTD. 102 THE GREEN TWICKENHAM MIDDLESEX TW2 3AG
TELEPHONE: 0181 755 2345 FACSIMILE: 0181 755 3355

REGISTERED OFFICE: 19 FORTSMOUTH ROAD, COBHAM SURREY, KT11 1JG REGISTERED IN ENGLAND NUMBER 3190056

THE BERKELEY GROUP PLC · THAMES WATER PLC

MEMORANDUM

~~702~~
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To: Executive Director, planning & Conservation

From: Director of Legal Services

Your Ref: Derek Taylor

My Ref: HS
Ext: 3370

Date: 5 August, 1999

Land at former Camden Hill Reservoir Site -Kensington W8
S.106 - Unilateral Obligation

I attach a copy of the above mentioned completed agreement for your file.

Regards,

Hazel Salisbury
for Director of Legal Services

RECEIVED BY PLANNING SERVICES							
BY	HDC	A	C	SW	SE	ENF	AO ACK
- 5 AUG 1999							
				ARE	FWD PLN	CUN DES	FEES

Dated

14th August

1999

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KENNET PROPERTIES LIMITED

-and-

THAMES WATER UTILITIES LIMITED

UNILATERAL OBLIGATION

Made pursuant to Section 106 of
the Town and Country Planning Act 1990
(as amended by the Planning and
Compensation Act 1991)

Re: Land at former Campden Hill
Reservoir Site Kensington W8

(736) (initials)

THIS UNILATERAL OBLIGATION is made the 4th day of August One thousand nine hundred and ninety nine

BY

- (1) **KENNET PROPERTIES LIMITED** whose registered office is at 14 Cavendish Place London W1M 0NU ("the Owner")
- (2) **THAMES WATER UTILITIES LIMITED** whose registered office is at Gainsborough House Manor Farm Road Reading Berkshire RG2 0JN ("the Lessee")

IN FAVOUR OF

- (3) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of the Town Hall Hornton Street London W8 7NX ("the Council")

WHEREAS

The Council is the local planning authority for the administrative area of the Royal Borough of Kensington and Chelsea for the purposes of the Town and Country Planning Act 1990 ("the Act")

LG
under Title No BGL 28734

The Owner is registered at H M Land Registry with freehold Title Absolute in respect of the ~~land~~ Property and the hereditaments held a hereditament interest in the Property for a period until 31 JANUARY 2000 commencing from 26th

The Club (as defined in Clause 3.4.1) has the benefit of a lease dated 27th January 1994 and an agreement for lease dated 25th September 1998 both granted by the Lessee

February
1999
LG

The Planning Application was made to the Council in respect of the hotel

The Council has failed to determine the Planning Application within the appropriate period

LG

St James Homes Limited has by notice of appeal dated 14th May 1999 appealed to the Secretary of State against the said failure of the Council to determine the Planning Application and the Owner and the Lessee have agreed to enter into this unilateral obligation to make provisions for regulating the Development and for securing the matters herein referred to

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[Handwritten mark]

NOW THIS DEED WITNESSETH AS FOLLOWS

1. INTERPRETATION

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

"Covenantors" means the Owner and the Lessee

"Development" means the development referred to in the Planning Application and described in the Schedule

"Executive Director" means the Executive Director of Planning and Conservation and shall be deemed to mean the officer for the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment

"Implementation" means the carrying out of a material operation (as defined in Section 56(4) of the Act) PROVIDED THAT for the purposes of determining whether or not such a material operation has been carried out such term shall include works of demolition site clearance site preparation diversion and laying of services and construction of the principal vehicular access road to serve the Land and "Implement" shall be construed accordingly

"Land" means the land known as the former Campden Hill Reservoir Site Kensington W8 which is ~~registered at H M Land Registry under Title No. BGL28734 and is~~ shown for identification purposes edged red on Plan 1

[Handwritten mark]

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- "Plan 1" means the plan marked "1" annexed hereto
- "Plan 2" means the plan marked "2" annexed hereto
- "Plan 3" means the plan marked "3" annexed hereto
- "Plan 4" means the plan marked "4" annexed hereto
- "Planning Application" means the application for planning permission under the Council's reference number DPS/DCC/PP/99/00733
- "Planning Permission" means the planning permission to be granted pursuant to the Planning Application and the appeal to the Secretary of State under DETR reference APP/K5600/A/99/1022704
- "Property" means the area of land shown for identification shown edged red on Plan 2
- "Secretary of State" means the Secretary of State for the Environment Transport and the Regions or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State for the Environment Transport and the Regions by Sections 78 and 79 of the Act and shall also include any person appointed by the Secretary of State for the Environment Transport and the Regions to determine any planning appeal pursuant to the powers contained in the Act and regulations made under the Act

Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa

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~~201~~

Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Covenants made thereunder if made by more than one person are made jointly and severally

LEGAL EFFECT

- 2.1 This Deed is made pursuant to Section 111 of the Local Government Act 1972 Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and all other powers so enabling
- 2.2 This Deed contains a planning obligation made pursuant to the said Section 106 which is enforceable by the Council and which binds each and every part of the Property
- 2.3 The terms of this Deed (other than Clauses 4.1 and 4.2 below) shall come into effect upon the grant of and the Implementation of the Planning Permission
- 2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights powers duties and obligations under all public and private statutes bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- 2.5 If any provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 2.6 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from

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enforcing any of the said terms or conditions or from acting upon any subsequent breach or default

- 2.7 Nothing in this Deed shall be construed as a grant of planning permission
- 2.8 The covenants herein shall be enforceable without any limit of time against the Covenantors and any successors in title and assigns of the Covenantors or any person claiming title through or under the Covenantors to the Property or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED THAT no person shall be liable (save for any antecedent breach) in respect of any breach once he has parted with the whole of his interest in the Property
- 2.9 This Deed shall terminate and cease to have effect if the Planning Permission expires before the Development is commenced by its Implementation by the Owner (or any other person so entitled) or if at any time it is quashed or revoked or otherwise withdrawn or (without the consent of the Owner) modified

3. **THE COVENANTORS' COVENANTS**

The Covenantors hereby jointly and severally covenant with the Council as follows:-

- 3.1 the Owner shall give to the Council twenty eight (28) days notice in writing of its intention to Implement the Planning Permission
- 3.2.1 if the Owner receives a written request from the Council which request may be made within fourteen (14) days from the date of Implementation in which the Council requests the Owner to pay a sum of Two thousand pounds (£2,000) for the protection of the trees shown coloured green on Plan 4 and the Council covenants to:-
 - 3.2.1.1 take appropriate measures for the protection of such trees within twenty eight (28) days of receipt of such payment and thereafter maintain such protection until completion of the Development and
 - 3.2.1.2 use such sum only for the protection of such trees until completion of the Development

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then the Owner covenants with the Council that it shall within fourteen (14) days of the said request pay such sum to the Council PROVIDED THAT if the Council does not make such a written request or take the measures referred to in Clause 3.2.1.1 this shall not prevent the Owner from proceeding with the Development

3.2.2 if the Owner receives a written request from the Council which request may be made after three (3) years from the date of Implementation in which the Council requests the Owner to pay a further sum of Two thousand pounds (£2,000) for the protection of the trees shown on Plan 4 and covenants to use such sum only for the protection of such trees then the Owner covenants with the Council to pay such sum within fourteen (14) days of the said request.

3.3 that the communal footpaths footways and other areas shown coloured yellow on Plan 3 shall be accessible to the public on foot only at all times PROVIDED ALWAYS and it is hereby agreed and declared that such areas shall not form part of the public highway and that the Owner shall be at liberty to erect and maintain notices visible to persons using such areas pursuant to Section 31(3) of the Highways Act 1980 so as to effectively negative any intention on the part of the Owner to dedicate such areas and to deposit with the Council a map statement and such statutory declarations as it shall in its discretion consider necessary pursuant to Section 31(6) of the Highways Act 1980 so as to further negative any such intention

3.4 not to Implement the Planning Permission unless and until vacant possession is obtained in respect of those parts of the Property which are subject to:-

3.4.1 a lease dated 27th January 1994 and made between the Lessee and Campden Hill Lawn Tennis Club ("the Club")

3.4.2 an agreement for a lease dated 25th September 1998 and made between the Lessee and the Club

4. FURTHER TERMS

4.1 The covenants in this Deed shall be treated and registered:-

(a) as local land charges for the purposes of the Local Land Charges Act 1975 and

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FURTHER TERMS

4.1 The covenants in this Deed shall be treated and registered:-

- (a) as local land charges for the purposes of the Local Land Charges Act 1975 and
- (b) in the Charges Register of the registered titles of the Owner(s) at H M Land Registry

4.2 Any notice to be served on and any payment (by cheque made payable to the Royal Borough of Kensington and Chelsea) shall be served on or delivered to the Executive Director at the Town Hall aforesaid

THE SCHEDULE

DESCRIPTION OF THE DEVELOPMENT

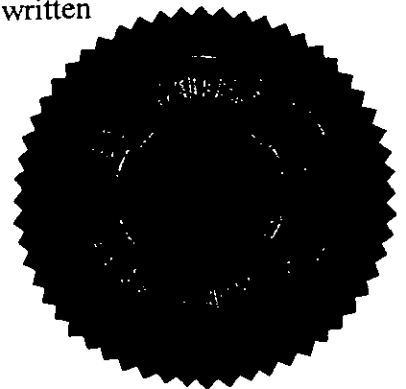
Redevelopment to provide nineteen (19) houses and forty eight (48) apartments plus twelve (12) tennis courts (six in lower level and six open courts) plus a practice court basement car parking new access points for pedestrians and vehicles and landscaping

IN WITNESS of which this Deed has been executed on the first date before written

The COMMON SEAL of KENNET
PROPERTIES LIMITED was hereunto
affixed in the presence of:-)
)
)

W. Bennett
Director

E. Green
Director/Secretary



The COMMON SEAL of THAMES
WATER UTILITIES LIMITED was
hereunto affixed in the presence of:-

)
)
)

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Authorised Signatory



18718

Dated

14th August

1999

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KENNET PROPERTIES LIMITED

-and-

THAMES WATER UTILITIES LIMITED

UNILATERAL OBLIGATION

Made pursuant to Section 106 of
the Town and Country Planning Act 1990
(as amended by the Planning and
Compensation Act 1991)

Re: Land at former Campden Hill
Reservoir Site Kensington W8

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THIS UNILATERAL OBLIGATION is made the 4th day of August One thousand nine hundred and ninety nine

BY

- (1) KENNET PROPERTIES LIMITED whose registered office is at 14 Cavendish Place London W1M 0NU ("the Owner")
- (2) THAMES WATER UTILITIES LIMITED whose registered office is at Gainsborough House Manor Farm Road Reading Berkshire RG2 0JN ("the Lessee")

IN FAVOUR OF

- (3) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA of the Town Hall Hornton Street London W8 7NX ("the Council")

WHEREAS

A The Council is the local planning authority for the administrative area of the Royal Borough of Kensington and Chelsea for the purposes of the Town and Country Planning Act 1990 ("the Act")

under Title No BGL 28734

B The Owner is registered at H M Land Registry with freehold Title Absolute in respect of the ~~land~~ Property and the Lessee holds a leasehold interest in the Property for a period until 31 JANUARY 2000 commencing from 26th February 1999

C The Club (as defined in Clause 3.4.1) has the benefit of a lease dated 27th January 1994 and an agreement for lease dated 25th September 1998 both granted by the Lessee

The Planning Application was made to the Council on behalf of the Council

The Council has failed to determine the Planning Application within the appropriate period

St James Homes Limited has by notice of appeal dated 14th May 1999 appealed to the Secretary of State against the said failure of the Council to determine the Planning Application and the Owner and the Lessee have agreed to enter into this unilateral obligation to make provisions for regulating the Development and for securing the matters herein referred to