

MEMORANDUM

To: Planning & Conservation

From: The Director of Legal Services

Your Ref: Lloydon McBarnette

My Ref: CHT
Room No: 313

Date: 29 January 1996

Ext: 3074

SECTION 106 AGREEMENT - 2-8 SOUTH END ROW

Please find attached a copy of the above Agreement for your records.

Catherine

Catherine Taylor
for Director of Legal Services

RECEIVED BY PLANNING SERVICES				
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<i>62</i> 31 JAN 1996				
Exec Dir		Records	ARB	Con Des
Appeals Office	IO	Fees Officer	Forward Plan	Head DC

THIS PLANNING OBLIGATION BY AGREEMENT is dated the *24th* day of *January*

One thousand nine hundred and ninety-~~SIX~~ BETWEEN

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

(2) ROTHSCHILD SWITZERLAND (C.I.) NOMINEES LTD whose registered office is at *Cont. St Julian's Avenue, Broken Post, Guernsey, C.I., GY1 3BP* and whose address for service is c/o Nabarro Nathanson 50 Stratton Street London W1X 6NX ("the Owner")

(3) ST GEORGE DEVELOPMENTS LTD whose registered office is at St George House The Green Twickenham Middlesex TW2 5AG ("the Developer")

WHEREAS

- (1) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land known as 2-8 South End Row Kensington London W8 ("the Land") (shown for identification purposes only outlined in red on the plan attached hereto) is situated
- (2) The Owner is the registered proprietor of the freehold interest in the Land registered at H.M. Land Registry under Title No. LN115098
- (3) On 16 January 1995 the Owner submitted a planning application reference no TP/95/0128/A/29 to the Council for permission to develop the Land by demolishing the existing buildings and erecting four town houses and fifteen flats with basement car parking spaces for twenty six vehicles and one external parking space ("the Development")
- (4) The Council is a local authority for the purpose of Section 111 of the Local Government Act 1972 and is satisfied that the arrangements made in this Agreement will facilitate be conducive to and be incidental to the Council's functions
- (5) The Council's planning policy contained in its Unitary Development Plan, (Policy H24), states "To seek where appropriate the inclusion and retention of a significant proportion of affordable residential units on residential sites of over 0.05 hectares (0.12

acres) in size and the plan defines affordable housing as "that which is approximately equivalent in cost to the occupier as that provided by housing associations working in the Borough ("Affordable Housing")

(6) The Council wishes to ensure that the car parking comprising part of the Development is dedicated to the occupiers of the four town houses and fifteen flats

(7) The Council is satisfied that the Development is such as may be approved by the Council under the Act subject to the Owner first entering into this Agreement

(8) At a meeting of the Council's Planning Services Committee held on 7 November 1995 it was resolved that subject to the completion of this Agreement planning permission for the Development in the form annexed to this Agreement would be issued ("the Planning Permission")

(9) The Owner has entered into an agreement for the sale of the Land to the Developer who intends to implement the Planning Permission

(10) The Owner has therefore agreed to enter into this Agreement in order to secure the Council's objectives

(11) In this Agreement "the Housing Association" means any housing association or housing trust registered by the Housing Corporation under the Housing Associations Act 1985

NOW IT IS AGREED as follows:-

1. This Planning Obligation by agreement is made pursuant to

(a) Section 106 of the Act

(b) Section 111 of the Local Government Act 1972 and

(c) Section 16 of the Greater London Council (General Powers) Act 1974

to the intent that it shall bind the Land and each and every part of the Land thereof into whosoever hands the same may come so that the Land shall be subject to the obligations of this Agreement

2. This Agreement shall be enforceable by the Council but no waiver (whether express

PLANNING AND CONSERVATION

THE TOWN HALL • HORNTON STREET • LONDON W8 7NX

THE ROYAL
BOROUGH OF

Executive Director MJ FRENCH FRICS Dip TP MRTPI Cert TS

Director of Planning Services

St. George Developments Ltd,
St. George House,
The Green,
Twickenham,
Middlesex TW2 5AG

Switchboard: 0171-937 5464

Direct Line: 0171-361 2646

Facsimile: 0171-361 3463



KENSINGTON
AND CHELSEA

My reference:

Your reference:

Please ask for:

T265
DPS/PA/TP/95/0128/A/29/2358/2430

Mrs. P. Abdelrahman

Dear Sir/Madam,

TOWN AND COUNTRY PLANNING ACT, 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1988

Permission for development (Conditional) (TP6a)

The Borough Council hereby permit the development referred to in the under-mentioned Schedule, subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may otherwise be required by the said conditions. Your attention is also drawn to the enclosed Information Sheet.

SCHEDULE

DEVELOPMENT

Redevelopment involving erection of four town houses and fifteen flats, with basement car parking for twenty-six vehicles and one external parking space, at 2-8 SOUTH END ROW, KENSINGTON, W.8, as shown on submitted drawing(s) No(s). TP/95/0128, TP/95/0128/A, TP/95/0128/B, TP/95/0128/C and TP/95/0128/D, Applicant's drawing(s) No(s). S01 (existing), C01D, C02B, C03A, C04C, C05A, C07B, C08B, C10F, C11F, C12C, C13A and C14, in accordance with your application dated 16/01/95, completed 18/01/95, revised 22/05/95, 15/06/95, 18/07/95, 31/07/95, 28/09/95 and 04/10/95.

/ CONDITIONS ...

CONDITIONS

1. The development hereby permitted shall be begun before the expiration of five years from the date of this permission. (C.1)
2. Full particulars of the following shall be submitted to and approved in writing by the local planning authority before the development hereby permitted commences and the development shall not be carried out otherwise than in accordance with the details so approved:
 - (a) the materials to be used on the external faces of the building(s);
 - (b) the use and treatment of any part of the site not proposed to be covered by buildings;
 - (c) the treatment of the open land within the site including hard and soft landscaping;
 - (d) any proposed walls, fences or railings;
 - (e) the provision of access for people with disabilities;
 - (f) the extent and position of accommodation for the loading and unloading of vehicles;
 - (g) the provision to be made for the storage and disposal of refuse. (C.11)
3. The projecting balconies and screens at first and second floor levels on the Courtyard Block, and shown on drawing no. /C08B, are not hereby approved. A further drawing showing acceptable fenestration for this elevation must be approved in writing by the Executive Director, Planning & Conservation before development commences.
4. The whole of the car parking space shown on the drawings hereby approved shall be provided before the dwellings are occupied and the spaces shall be permanently retained for use in connection with the residential use of the dwellings and for no other purpose. (C.26)
5. The development hereby permitted shall be carried out exactly and only in accordance with the drawings and other particulars forming part of the permission and there shall be no variation therefrom without the prior written approval of the local planning authority. (C.68)
6. The roof slopes of the building hereby permitted shall be clad in natural slates and so maintained. (C.73)

/7. No water ...

7. No water tank, lift motor room or other roof structure shall be erected which rises above the level of the roof hereby approved. (C.77)
8. No additional plumbing or pipes other than rainwater pipes shall be fixed on the external faces of the building without the prior written approval of the local planning authority. (C.85)
9. The window(s) on the East elevation of the "Courtyard Block" at first and second floor levels shall be constructed using only obscured glazing, shall be so maintained and shall be kept permanently in a closed position. (C.94)
10. No work on site shall take place until a design and method statement relating to the foundations and all new groundworks has been submitted to and approved in writing by the Council as local planning authority. The development hereby approved shall only take place in accordance with the detailed scheme approved pursuant to this condition. (C.99)
11. The car parking space shown at street level adjacent to the South End frontage is not hereby approved and details of the treatment of this area shall be submitted to and approved in writing by the local planning authority before the development hereby permitted commences and the development shall not be carried out otherwise than in accordance with the details so approved.

REASONS FOR THE IMPOSITION OF CONDITIONS

1. As required by Section 91 of the Town and Country Planning Act 1990 to avoid the accumulation of unexercised planning permissions. (R.1)
2. The particulars reserved are considered to be material to the acceptability of the development and the local planning authority wishes to ensure that the details of the development are satisfactory. (R.11)
3. The particulars reserved are considered to be material to the acceptability of the development and the local planning authority wishes to ensure that the details of the development are satisfactory. (R.11)
4. To prevent obstruction of the surrounding streets and safeguard the amenities of the area. (R.26)
5. The details are considered to be material to the acceptability of the proposals and to safeguarding the amenities of the area. (R.68)
6. To preserve and enhance the character and appearance of the Conservation Area. (R.72)

/7. To ensure a ...

7. To safeguard the appearance of the area. (R.77)
8. To ensure a satisfactory standard of external appearance. (R.85)
9. To safeguard the amenities of neighbouring properties and in particular to prevent overlooking. (R.91)
10. To minimise damage to any archaeological remains that may exist on site in accordance with the guidance contained in Planning Policy Guidance Note 16 and the Council's policies. (R.99)
11. To ensure a satisfactory standard of external appearance, and to safeguard the visual amenities of the area. (R.69)

INFORMATIVES

1. Your attention is drawn to the conditions of this approval and to the Council's powers of enforcement, including the power to serve a Breach of Condition Notice under the Town and Country Planning Act, 1990, as amended. (I.10)
2. This permission does not permit the use of the premises as temporary sleeping accommodation (including holiday lets or short lets) or any purpose specified in Section 25 of the Greater London Council (General Powers) Act 1973 as substituted by the Greater London Council (General Powers) Act 1983 or as timeshare accommodation as specified in Section 5 of the Greater London Council (General Powers) Act 1984. Use for such purposes would constitute a change of use requiring planning permission and it is the Council's policy to resist such changes of use. (I.2)
3. Separate consent for the works hereby given approval under the Planning Acts may be required by the Building Act 1984 and the Building Regulations 1991, and this approval does not imply that such consent will be given. The Director of Building Control, Council Offices, 37 Pembroke Road, W8 6PW should be consulted before works commence. (I.21)
4. Any proposals for external fire escapes, roof walkways or safety railings arising from the requirements of the Building Regulations may require further approval under the Planning Acts, and consent under those Regulations does not imply that approval under the Planning Acts will be given. The Directorate of Planning Services will be pleased to advise on the implication of any changes. (I.22)
5. The development hereby permitted must comply with the Highways Act 1959-80. The Director of Highways and Traffic, Council Offices, 37 Pembroke Road, W8 6PW should be consulted on the positioning of buildings in relation to the highway, points of vehicle access and the width of the highway. (I.24)

/6. The Director ...

6. The Director of Highways and Traffic should be informed 7 days before any earth moving or abnormal use of highways adjoining the site commences so that arrangements for the routing of earth moving vehicles and cleansing the highway can be made. Contractors should be reminded that it is an offence to deposit mud on the public highway. If any spillage is not immediately cleared the Council will carry out the necessary cleansing and recharge the cost to the contractor. (I.27)
7. Demolition and building works are subject to the Environmental Protection Act, and appropriate controls over methods, noise and hours or work may be imposed by the Council. You are advised to consult the Director of Environmental Health, Council Offices, 37 Pembroke Road, W8 6PW at an early stage. (I.30)
8. The Naming and Numbering Legislation requires that premises display their street number, and no name or number other than that formally assigned may be displayed. Requests for the assignment of names and numbers to new development should be made to the Executive Director of Planning and Conservation, Town Hall, Hornton Street, W8 7NX, well in advance of the completion of building. (I.39)
9. In granting this permission the Council has had regard to Planning Obligation(s) under Section 106 of the Town and Country Planning Act 1990 as amended. (I.8)

Yours faithfully,

Executive Director, Planning & Conservation

or implied) by the Council of any breach or default in performing or observing any of the 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 in respect thereof by the Owner

3. No person or company shall be liable for any breach of this Agreement unless it holds an interest in the Land in respect of which such breach occurs or held such an interest at the date of breach and for the avoidance of doubt no person or company shall be liable for any breach after it has parted with its interest in the Land or the part in respect of which such breaks occurs

4. The provisions of this Agreement shall become binding upon the Land upon the initiation of the Planning Permission in pursuance of the provisions of Section 56 of the Act

5. Nothing in this Agreement shall be construed as restricting the exercise by the Council of any powers exercisable by it under the Act or under any other appropriate power or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof and subject to Clauses 9 and 10 hereof this Agreement shall remain in full force and effect notwithstanding the terms and conditions of any planning permission which may be or has been issued by the Council or any other appropriate person or authority pursuant to the provisions of the Act or any statutory amendment or re-enactment thereof

6. On completion of this Agreement the Developer shall pay the Council's reasonable legal costs for the preparation and completion of this Agreement not exceeding £350

7. The Owner confirms that he has obtained all necessary permissions and consents required from any covenantee or any other person to his entering this Agreement

8. The Owner covenants with the Council and the Developer covenants with the Council as follows:-

(a) subject only to the Agreement becoming binding pursuant to clause 4 before any part of the buildings to be erected pursuant to the Planning Permission