

DATED

19 April

2023

**(1) ADEBOLA MOYOSORE OSANYINTUYI and MARTHA FOLUKE
BAJWA JOSEPH**

and

(2) BANK OF SCOTLAND PLC

and

**(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

33 and a half Mill Lane London NW6 1NZ

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

s278 of the Highways Act 1980

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

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan
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London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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THIS AGREEMENT is made the

19th

day of

April

2023

BETWEEN:

- A. **ADEBOLA MOYOSORE OSANYINTUYI and MARTHA FOLUKE BAJWA JOSEPH** of 33 & a half, Mill Lane, London NW6 1NZ (hereinafter called "the Owner") of the first part
- B. **BANK OF SCOTLAND PLC LIMITED** (Co. Regn. No. SC327000) whose registered office is at The Mound, Edinburgh, EH1 1YZ and care off address is Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL762760 and NGL762921 subject to respective charges to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 2 December 2021 and the Council resolved to grant permission conditionally under reference number 2021/5920/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it

expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charges registered under Title Numbers NGL762760 and NGL762921 and both charges dated 28 June 2021 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.4	"Basement Approval in Principle Contribution"	the sum of £1,938.83 (One Thousand Nine Hundred and Thirty Eight Pounds and Eighty Three Pence) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
2.5	"the Certificate of	the certificate issued by the Owner's contractor architect or

	Practical Completion"	project manager certifying that the Development has been completed
2.6	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 3 hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(c) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p>

		identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.7	"the Construction Management Plan Bond"	the sum of £7,500 (Seven Thousand and Five Hundred Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,920 (Three Thousand Nine Hundred and Twenty Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.9	"the Construction Phase"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion
2.10	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"the Development"	Excavation of single storey basement and associated front lightwell incorporating external stairwell from basement to ground floor level plus a glazed roof light within the front driveway, all in association with the existing dwelling as shown on drawing numbers:- Existing plans: 21-021-01 (sheet 1 of 3); 21-021-01 (sheet 2 of 3); 21-021-01 (sheet 3 of 3) Proposed plans: 21-021-02B (sheet 1 of 3); 21-021-02B

		<p>(sheet 2 of 3); 21-021-02B (sheet 3 of 3)</p> <p>Supporting documents: Covering letter by The Basement Design Studio dated 02/12/2021; Basement Impact Assessment by Croft Structural Engineers dated November 2021; Flood Risk Assessment by Croft Structural Engineers dated 01/12/2021; Geotechnical Interpretative Report and Ground Movement Assessment by Maund Geo-Consulting dated June 2022; Tree Support Statement by Tree Projects dated 27/10/2021; Construction / Demolition Management Plan proforma.</p>
2.12	"the Highways Contribution"	<p>the sum of £1,900 (One Thousand and Nine Hundred Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>(a) any remedial works required to repair any damage caused to the Public Highway as a result of the Development; and</p> <p>(b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.13	"the Implementation Date"	<p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly</p>
2.14	"the Level Plans"	<p>plans demonstrating the levels at the interface of the</p>

		Development the boundary of the Property and the Public Highway
2.15	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.16	"the Parties"	mean the Council the Owner and the Mortgagee
2.17	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 2 December 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/5920/P subject to conclusion of this Agreement
2.18	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.19	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.20	"the Property"	the land known as 33 and a half Mill Lane London NW6 1NZ the same as shown shaded grey on the plan annexed hereto
2.21	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 BASEMENT APPROVAL IN PRINCIPLE

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

(a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

(b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

(a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

(b) submit to the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

(a) received the Construction Management Plan Implementation Support Contribution in full; and

(b) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 Construction Management Plan Bond

4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 acknowledge the notice within 24 hours of being notified and:
- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or
 - (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.3.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification

the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

4.4 Highways Contribution

4.4.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.4.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen twenty eight (28) days of the issuing of the said certificate pay to the Owner the difference between the Highway Contribution and the Certified Sum.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2021/5920/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2021/5920/P.

- 5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2021/5920/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2021/5920/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without

prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
ADEBOLA MOYOSORE OSANYINTUYI
in the presence of:

A m Osanyintuyi

Witness Signature

G. Balogun

Witness Name: *GBOLABO BALOGUN*

Address: *34 MARSH LANE, MILL HILL, LONDON NW7 4QP*

Occupation: *MEDICAL DOCTOR*

EXECUTED AS A DEED BY
MARTHA FOLUKE BAJWA JOSEPH
in the presence of:

Baywa

Witness Signature

G. Balogun

Witness Name: *GBOLABO BALOGUN*

Address: *34 MARSH LANE, MILL HILL, LONDON NW7 4QP*

Occupation: *MEDICAL DOCTOR*

**EXECUTED AS A DEED BY
BANK OF SCOTLAND PLC
by
in the presence of:-**

Executed as a Deed by Sarah Bagshaw
As Attorney for and on behalf of
Bank of Scotland PLC
In the presence of
Witness Name:
Address: Furnival Court, Sheffield S4 7YB

ngn
Louise Nightingale

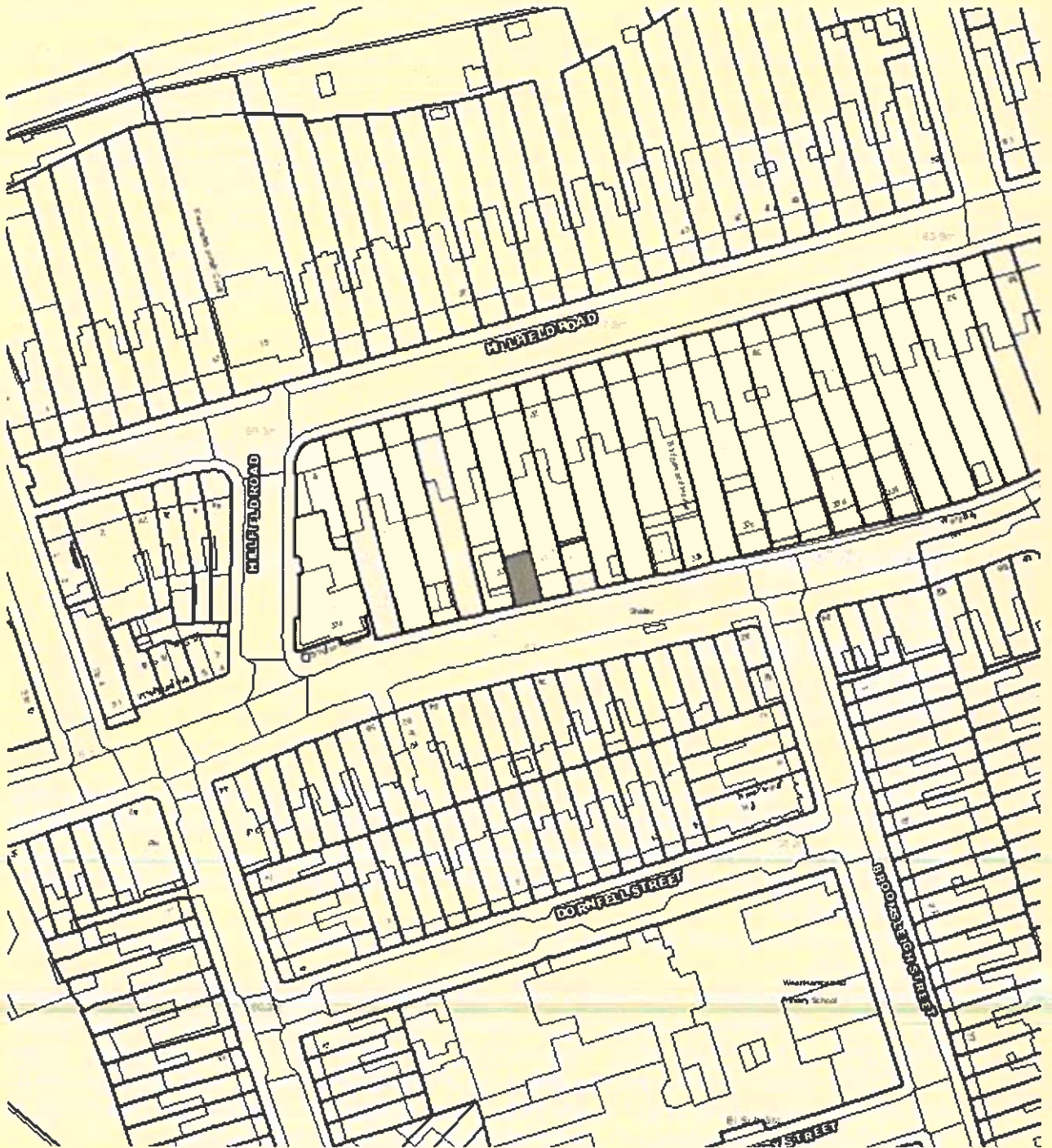
**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-**

R. Alexander
.....
Authorised Signatory



SCHEDULE 1

PLAN



SCHEDULE 2

DRAFT PLANNING PERMISSION

Application ref: 2021/5920/P
Contact: Elaine Quigley
Tel: 020 7974 5101
Date: 15 March 2023

The Basement Design Studio
Maple Court (Suite 17)
Grove Park
White Waltham
SL6 3LW



Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE
Phone: 020 7974 4444
planning@camden.gov.uk
www.camden.gov.uk/planning

Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
33 and a half Mill Lane
London
NW6 1NZ

Proposal:

Excavation of single storey basement and associated front lightwell incorporating external stairwell from basement to ground floor level plus a glazed roof light within the front driveway, all in association with the existing dwelling.

Drawing Nos: Existing plans: 21-021-01 (sheet 1 of 3); 21-021-01 (sheet 2 of 3); 21-021-01 (sheet 3 of 3)

Proposed plans: 21-021-02B (sheet 1 of 3); 21-021-02B (sheet 2 of 3); 21-021-02B (sheet 3 of 3)

Supporting documents: Covering letter by The Basement Design Studio dated 02/12/2021; Basement Impact Assessment by Croft Structural Engineers dated November 2021; Flood Risk Assessment by Croft Structural Engineers dated 01/12/2021; Geotechnical Interpretative Report and Ground Movement Assessment by Maund Geo-Consulting dated June 2022; Tree Support Statement by Tree Projects dated 27/10/2021; Construction / Demolition Management Plan proforma.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans-
Existing plans: 21-021-01 (sheet 1 of 3); 21-021-01 (sheet 2 of 3); 21-021-01 (sheet 3 of 3)
Proposed plans: 21-021-02B (sheet 1 of 3); 21-021-02B (sheet 2 of 3); 21-021-02B (sheet 3 of 3)
Supporting documents: Covering letter by The Basement Design Studio dated 02/12/2021; Basement Impact Assessment by Croft Structural Engineers dated November 2021; Flood Risk Assessment by Croft Structural Engineers dated 01/12/2021; Geotechnical Interpretative Report and Ground Movement Assessment by Maund Geo-Consulting dated June 2022; Tree Support Statement by Tree Projects dated 27/10/2021; Construction / Demolition Management Plan proforma.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

- 4 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden Local Plan 2017.

- 5 The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment prepared by Croft Structural Engineers dated November 2021 hereby approved, including but not limited to the monitoring requirements in section 7.4.4 and confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden 2017.

- 6 The cycle parking space located within the bin / bike store on the front forecourt as shown on drawing no 21-021-02B hereby approved shall be provided and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

Basement works-

The proposed basement would be single storey in height and would extend under the footprint of the existing dwelling to provide an ancillary family room and study. It would also partially extend below the existing driveway to the front and incorporate a new lightwell with external staircase to access the basement and provide some daylight. The basement would provide 40.6 sq.m of additional floor space.

The basement would be expressed externally by a new vehicular-rated skylight within the front forecourt and new external stair that includes a glazed balustrade. The building is of a contemporary design and the use of glass complements the existing design of the house which includes large glazed openings. The ground floor front elevation is screened from views from the street by 2m high metal vehicular gates so any views of the external stairs would be mainly screened from any public vantage point.

The size, layout and depth of the basement would comply with criteria in Policy A5 and CPG Basement guidance. A Basement Impact Assessment has been submitted and audited by the Council's independent engineers who confirm the BIA accords with policy and guidance and would not harm the built or natural

environment, local hydrogeological conditions, flooding or stability of the host or neighbouring buildings. Damage to neighbouring properties would be no greater than Burland Category 1, in accordance with policy requirements.

Amenity-

The application building is adjacent to a similarly sized two storey dwelling house (no. 33G) that was granted planning permission in 2010 (ref 2010/5732/P). The proposed basement would not result in any harmful impact on the amenity of the neighbouring property in terms of daylight, sunlight, outlook or privacy as the works are mainly contained at basement level. The properties fronting Hillfield Road are at a higher level than the properties fronting Mill Lane and are approximately 14m away. The proposed works would have a satisfactory relationship with these properties in terms of impact on their amenity. Noise from any construction works would be controlled by Environmental Health legislation and a Construction Management Plan would be secured to minimize the impact on neighbouring amenity.

Trees-

A London Plane Tree is located in the rear garden of no. 14 Hillfield Road. A 2 storey dwelling (no. 33G) has been constructed in the rear garden of no. 16 which separates the application site at rear of no.18 and the garden of no. 14. The majority of the roots from the tree have been retained within the garden of no. 14 by a retaining wall and the foundations of no. 33G. A tree statement has been submitted in support of the application which the Council's Tree Officer has reviewed. It is considered that, given the distance of the site from the tree, the change in levels and previous development at a neighbouring site, there would be no impact of the basement works on the plane tree.

Cycle parking-

As part of the original planning permission for the erection of the new dwelling, 1 cycle parking space was provided in the forecourt and was secured by condition. The new external stair from basement level and driveway space would restrict the area for a cycle parking space in the front forecourt. However the cycle parking space would continue to be provided within the existing bin / bike store in the front forecourt. A condition would be attached to ensure the retention of this space.

2 Construction Management Plan (CMP)-

Due to the nature and scale of basement excavation on this restricted site, a CMP would need to be secured to minimize the impact on the highway infrastructure and neighbouring community. A CMP implementation support contribution of £3,920 and a Construction Impact Bond of £7,500 would be secured by section 106 legal agreement in accordance with Policy A1.

Concerns have been raised by a local resident about the location of the skip during the construction phase. It is proposed to locate a skip on the carriageway adjacent to the site. The Council's Transport officer has advised that the currently proposed location of the skip would block the road when vehicles are parked in the parking bays on the opposite side of the road. Solutions to this would be discussed and agreed as part of the Construction Management Plan (CMP) which would be

secured through a s106 legal agreement.

Highways Contribution-

The footway directly adjacent to the site is likely to sustain damage because of the proposed excavation works to construct the basement. The Council would need to undertake remedial works to repair any damage following completion of the proposed development. A highways contribution would need to be secured as a section 106 legal agreement.

Approval in Principle (AIP)-

The development would involve excavations adjacent to the public highway. The Council has to ensure that the stability of the public highway adjacent to the site is not compromised by the proposed excavations. The applicant would be required to submit an AIP report. This report together with an associated assessment fee of £1,938.83 would be required to be secured via a legal agreement.

One letter of objection was received following public consultation which has been addressed above. One letter raising no objections was also received. These comments and the planning history of the site and surrounding area were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, A3, A5, CC3, D1 and T1 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021, and the National Planning Policy Framework 2021.

- 3 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at <https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.
- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.

- 5 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 6 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 7 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-householder-planning-decision>.

If you submit an appeal against this decision you are now eligible to use the new *submission form* (Before you start - Appeal a planning decision - GOV.UK).

Yours faithfully

Supporting Communities Directorate

SCHEDULE 3

THE FIRST SCHEDULE Pro Forma Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk>

Please use the Minimum Requirements (also available on the Council's website) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences