

DATED

30 October

2012

(1) MACNEIL LIMITED

and

(2) THE ROYAL 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
149 Grafton Road, London NW5 4AY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
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CLS/COM/LMM/1685.1650

THIS AGREEMENT is made the 30th day of October 2012

BETWEEN:

- i. **MACNEIL LIMITED** (Co. Regn. No. 4417618) of 9 Essex Park, Finchley Central, London N3 1ND and also of Rosslyn House, 34 Railway Approach, Harrow, Middlesex HA3 5AA (hereinafter called "the Owner") of the first part
- ii. **THE ROYAL BANK OF SCOTLAND PLC** (Co. Regn. No. SC90312) of 2nd Floor Building, 1 Centrium, Griffiths Way, St. Albans, Herts AL1 2RD (hereinafter called "the Mortgagee") of the second part
- iii. **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 Number LN82634 subject to a charge 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 19 April 2012 and the Council resolved to grant permission conditionally under reference number 2012/1882/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 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 charge registered under Title Number LN82634 and dated 18 July 2008 (hereinafter called "the Legal Charge") 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 "the Development" change of use from drinking establishment (Class A4) to 2 x 3 bed maisonettes (Class C3) at basement and part ground floor level and associated alterations including installation of lightwell with railings and three windows on north elevation, provision of pavement lights and alterations to entrances and windows on east (Grafton Road) elevation/forecourt area, fenestration alterations on south (Queen's Crescent) elevation, six new ground floor level windows on west elevation and excavation works to extend the existing basement level as shown on the Site Location Plan and drawing numbers OS-01; EX-11; EX-12; EX-13; EX-14;

EX-15; EX-16; EX-17; EX-18; P-11B; P-02A; P-13A; P-14B; P-15A; P-16A; P-17A; P-18A; P-19A; Letter from Symon Smith Residential and Commercial Estate Agents dated 11/05/2012; Letter from MacNeil Limited dated 07/06/2012; Life Time Homes Schedule Ref 1704/AWLTH/080612, as received 08/06/2012; Basement Impact Assessment by Michael Alexander Consulting Engineers dated July 2012 Ref: P2242/ ARC/Issue 2; Interpretive Geotechnical Report by Chelmer Site Investigations dated July 2012 Ref 3264

2.4 "the Education Contribution"

the sum of £12,644 (twelve thousand six hundred and forty four pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of facilities services or opportunities in response to education needs arising in the London Borough of Camden

2.5 "the Implementation Date"

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

2.6 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.7 "the Parks and Open Space Contribution"

the sum of £4,634 four thousand six hundred and thirty four pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.8 "the Parties" mean the Council the Owner and the Mortgagee

2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 19 April 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1882/P subject to conclusion of this Agreement

2.10 "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

2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.12 "the Property" the land known as 149 Grafton Road, London NW5 4AY the same as shown shaded outlined in red on the plan annexed hereto
- 2.13 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.14 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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 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 and 8 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.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.12 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE HOUSING**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying the residential unit forming the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 **PARKS AND OPEN SPACE CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Parks and Open Space Contribution in full and not to Implement or to allow Implementation until such

time as the Council has received the Parks and Open Space Contribution in full as demonstrated by written notice to that effect.

4.3 **EDUCATION CONTRIBUTION**

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Education Contribution in full as demonstrated by written notice to that effect.

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 2012/1882/P the date upon which the Development is 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 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 Head of Legal Services 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 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 reference 2012/1882/P.
- 5.7 Payment of the financial contribution pursuant to Clauses 4.2 and 4.3 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZN515ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 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.
- 5.8 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.9 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/1882/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 on written demand 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 nor 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 or is modified (other than by agreement with or at the request of the Owner) 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.

8. **RIGHTS OF THIRD PARTIES**

8.1 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 a Deed the day and year first before written

**EXECUTED AS A DEED BY
MACNEIL LIMITED
acting by a Director and its Secretary
or by two Directors**)
)
)
)

.....*[Signature]*.....

Director

.....*[Signature]*.....

Director/Secretary

**EXECUTED as a Deed
By THE ROYAL BANK OF SCOTLAND PLC
By
in the presence of:-**)
)
)
)

.....

Signed as a deed by
VICTORIA COOPER
[Signature]
in the presence of
their capacity
for business as a credit
institution and on
behalf of Royal Bank of
Scotland plc

In the presence of
CHRISTOPHER WHITE
Bank Official DOCUMENTOR
[Signature]
S. [unclear] [unclear]
End. [unclear] [unclear]
[unclear] [unclear]

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

.....*[Signature]*.....

Authorised Signatory



SITE LOCATION PLAN



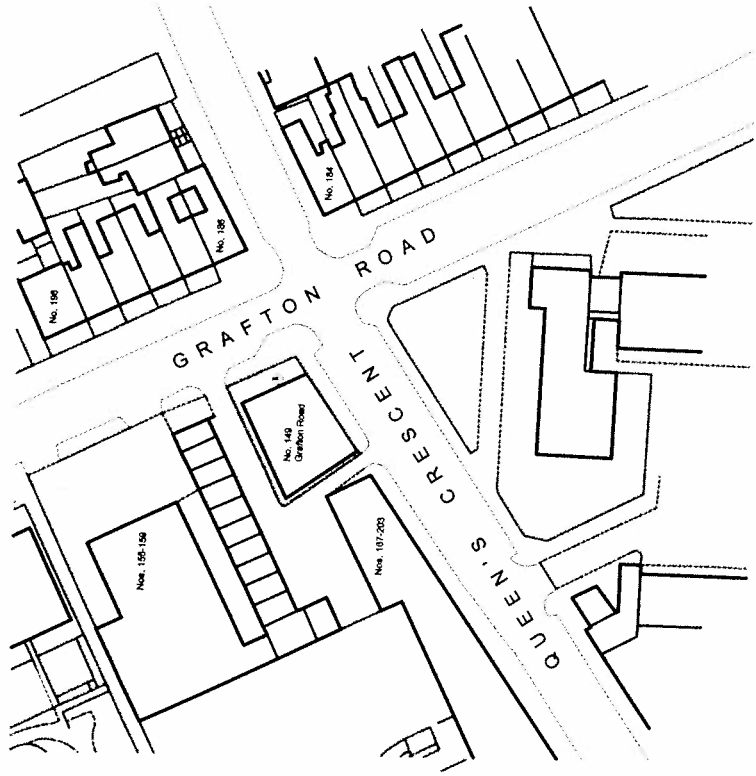
149 Grafton Road London NW5 4AY

OS-01



Handwritten signature

Pro Pro
Royal Bank of Scotland PLC
Sheffield Credit Documentation
Handwritten signature
Manager



SITE



SCALE

BDM

Extents of Site

Drawing No. 1704.OS-01
Project No. RUPSKH
Scale 1:1000 @ A4
Date 21.10.11

Project Title:
Site at
149 Grafton Road
London NW5 4AY

Drawing Title:
SITE LOCATION PLAN

OS-01

PROFESSIONAL ENGINEER
No. 10000000000000000000
149 GRAFTON ROAD
LONDON NW5 4AY

studio : 08



Studio:08 architecture + planning
Crows Nest
266 Stamford Hill
London
N16 6TUApplication Ref: **2012/1882/P**

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:
**149 Grafton Road
LONDON
NW5 4AY**

Proposal:

DECISION
Change of use from dwelling (residential) Class C3 to three townhouses (Class C3) at basement and part ground floor level including installation of lightwell with railings and three windows on north elevation, provision of pavement lights and alterations to entrances and windows on east (Grafton Road) elevation/forecourt area, fenestration alterations on south (Queen's Crescent) elevation, six new ground floor level windows on west elevation and excavation works to extend the existing basement level.

Drawing Nos: OS-01; EX-11; EX-12; EX-13; EX-14; EX-15; EX-16; EX-17; EX-18; P-11B; P-02A; P-13A; P-14B; P-15A; P-16A; P-17A; P-18A; P-19A; Letter from Symon Smith Residential and Commercial Estate Agents dated 11/05/2012; Letter from MacNeil Limited dated 07/06/2012; Life Time Homes Schedule Ref 1704/AWLTH/080612, as received 08/06/2012; Basement Impact Assessment by Michael Alexander Consulting Engineers dated July 2012 Ref: P2242/ ARC/Issue 2; Interpretive Geotechnical Report by Chelmer Site Investigations dated July 2012 Ref 3264.

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 All new external work shall be in materials that resemble, as closely as possible, in colour and texture to 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 CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: E-11; E-12; E-13; E-14; E-15; E-16; E-17; E-18; P-11B; P-11C; P-11D; P-11E; P-11F; P-11G; P-11H; P-11I; P-11J; P-11K; P-11L; P-11M; P-11N; P-11O; P-11P; P-11Q; P-11R; P-11S; P-11T; P-11U; P-11V; P-11W; P-11X; P-11Y; P-11Z; P-11AA; P-11AB; P-11AC; P-11AD; P-11AE; P-11AF; P-11AG; P-11AH; P-11AI; P-11AJ; P-11AK; P-11AL; P-11AM; P-11AN; P-11AO; P-11AP; P-11AQ; P-11AR; P-11AS; P-11AT; P-11AU; P-11AV; P-11AW; P-11AX; P-11AY; P-11AZ; P-11BA; P-11BB; P-11BC; P-11BD; P-11BE; P-11BF; P-11BG; P-11BH; P-11BI; P-11BJ; P-11BK; P-11BL; P-11BM; P-11BN; P-11BO; P-11BP; P-11BQ; P-11BR; P-11BS; P-11BT; P-11BU; P-11BV; P-11BW; P-11BX; P-11BY; P-11BZ; P-11CA; P-11CB; P-11CC; P-11CD; P-11CE; P-11CF; P-11CG; P-11CH; P-11CI; P-11CJ; P-11CK; P-11CL; P-11CM; P-11CN; P-11CO; P-11CP; P-11CQ; P-11CR; P-11CS; P-11CT; P-11CU; P-11CV; P-11CW; P-11CX; P-11CY; P-11CZ; P-11DA; P-11DB; P-11DC; P-11DD; P-11DE; P-11DF; P-11DG; P-11DH; P-11DI; P-11DJ; P-11DK; P-11DL; P-11DM; P-11DN; P-11DO; P-11DP; P-11DQ; P-11DR; P-11DS; P-11DT; P-11DU; P-11DV; P-11DW; P-11DX; P-11DY; P-11DZ; P-11EA; P-11EB; P-11EC; P-11ED; P-11EE; P-11EF; P-11EG; P-11EH; P-11EI; P-11EJ; P-11EK; P-11EL; P-11EM; P-11EN; P-11EO; P-11EP; P-11EQ; P-11ER; P-11ES; P-11ET; P-11EU; P-11EV; P-11EW; P-11EX; P-11EY; P-11EZ; P-11FA; P-11FB; P-11FC; P-11FD; P-11FE; P-11FF; P-11FG; P-11FH; P-11FI; P-11FJ; P-11FK; P-11FL; P-11FM; P-11FN; P-11FO; P-11FP; P-11FQ; P-11FR; P-11FS; P-11FT; P-11FU; P-11FV; P-11FW; P-11FX; P-11FY; P-11FZ; P-11GA; P-11GB; P-11GC; P-11GD; P-11GE; P-11GF; P-11GG; P-11GH; P-11GI; P-11GJ; P-11GK; P-11GL; P-11GM; P-11GN; P-11GO; P-11GP; P-11GQ; P-11GR; P-11GS; P-11GT; P-11GU; P-11GV; P-11GW; P-11GX; P-11GY; P-11GZ; P-11HA; P-11HB; P-11HC; P-11HD; P-11HE; P-11HF; P-11HG; P-11HH; P-11HI; P-11HJ; P-11HK; P-11HL; P-11HM; P-11HN; P-11HO; P-11HP; P-11HQ; P-11HR; P-11HS; P-11HT; P-11HU; P-11HV; P-11HW; P-11HX; P-11HY; P-11HZ; P-11IA; P-11IB; P-11IC; P-11ID; P-11IE; P-11IF; P-11IG; P-11IH; P-11II; P-11IJ; P-11IK; P-11IL; P-11IM; P-11IN; P-11IO; P-11IP; P-11IQ; P-11IR; P-11IS; P-11IT; P-11IU; P-11IV; P-11IW; P-11IX; P-11IY; P-11IZ; P-11JA; P-11JB; P-11JC; P-11JD; P-11JE; P-11JF; P-11JG; P-11JH; P-11JI; P-11JJ; P-11JK; P-11JL; P-11JM; P-11JN; P-11JO; P-11JP; P-11JQ; P-11JR; P-11JS; P-11JT; P-11JU; P-11JV; P-11JW; P-11JX; P-11JY; P-11JZ; P-11KA; P-11KB; P-11KC; P-11KD; P-11KE; P-11KF; P-11KG; P-11KH; P-11KI; P-11KJ; P-11KK; P-11KL; P-11KM; P-11KN; P-11KO; P-11KP; P-11KQ; P-11KR; P-11KS; P-11KT; P-11KU; P-11KV; P-11KW; P-11KX; P-11KY; P-11KZ; P-11LA; P-11LB; P-11LC; P-11LD; P-11LE; P-11LF; P-11LG; P-11LH; P-11LI; P-11LJ; P-11LK; P-11LL; P-11LM; P-11LN; P-11LO; P-11LP; P-11LQ; P-11LR; P-11LS; P-11LT; P-11LU; P-11LV; P-11LW; P-11LX; P-11LY; P-11LZ; P-11MA; P-11MB; P-11MC; P-11MD; P-11ME; P-11MF; P-11MG; P-11MH; P-11MI; P-11MJ; P-11MK; P-11ML; P-11MN; P-11MO; P-11MP; P-11MQ; P-11MR; P-11MS; P-11MT; P-11MU; P-11MV; P-11MW; P-11MX; P-11MY; P-11MZ; P-11NA; P-11NB; P-11NC; P-11ND; P-11NE; P-11NF; P-11NG; P-11NH; P-11NI; P-11NJ; P-11NK; P-11NL; P-11NM; P-11NN; P-11NO; P-11NP; P-11NQ; P-11NR; P-11NS; P-11NT; P-11NU; P-11NV; P-11NW; P-11NX; P-11NY; P-11NZ; P-11OA; P-11OB; P-11OC; P-11OD; P-11OE; P-11OF; P-11OG; P-11OH; P-11OI; P-11OJ; P-11OK; P-11OL; P-11OM; P-11ON; P-11OO; P-11OP; P-11OQ; P-11OR; P-11OS; P-11OT; P-11OU; P-11OV; P-11OW; P-11OX; P-11OY; P-11OZ; P-11PA; P-11PB; P-11PC; P-11PD; P-11PE; P-11PF; P-11PG; P-11PH; P-11PI; P-11PJ; P-11PK; P-11PL; P-11PM; P-11PN; P-11PO; P-11PP; P-11PQ; P-11PR; P-11PS; P-11PT; P-11PU; P-11PV; P-11PW; P-11PX; P-11PY; P-11PZ; P-11QA; P-11QB; P-11QC; P-11QD; P-11QE; P-11QF; P-11QG; P-11QH; P-11QI; P-11QJ; P-11QK; P-11QL; P-11QM; P-11QN; P-11QO; P-11QP; P-11QQ; P-11QR; P-11QS; P-11QT; P-11QU; P-11QV; P-11QW; P-11QX; P-11QY; P-11QZ; P-11RA; P-11RB; P-11RC; P-11RD; P-11RE; P-11RF; P-11RG; P-11RH; P-11RI; P-11RJ; P-11RK; P-11RL; P-11RM; P-11RN; P-11RO; P-11RP; P-11RQ; P-11RR; P-11RS; P-11RT; P-11RU; P-11RV; P-11RW; P-11RX; P-11RY; P-11RZ; P-11SA; P-11SB; P-11SC; P-11SD; P-11SE; P-11SF; P-11SG; P-11SH; P-11SI; P-11SJ; P-11SK; P-11SL; P-11SM; P-11SN; P-11SO; P-11SP; P-11SQ; P-11SR; P-11SS; P-11ST; P-11SU; P-11SV; P-11SW; P-11SX; P-11SY; P-11SZ; P-11TA; P-11TB; P-11TC; P-11TD; P-11TE; P-11TF; P-11TG; P-11TH; P-11TI; P-11TJ; P-11TK; P-11TL; P-11TM; P-11TN; P-11TO; P-11TP; P-11TQ; P-11TR; P-11TS; P-11TT; P-11TU; P-11TV; P-11TW; P-11TX; P-11TY; P-11TZ; P-11UA; P-11UB; P-11UC; P-11UD; P-11UE; P-11UF; P-11UG; P-11UH; P-11UI; P-11UJ; P-11UK; P-11UL; P-11UM; P-11UN; P-11UO; P-11UP; P-11UQ; P-11UR; P-11US; P-11UT; P-11UU; P-11UV; P-11UW; P-11UX; P-11UY; P-11UZ; P-11VA; P-11VB; P-11VC; P-11VD; P-11VE; P-11VF; P-11VG; P-11VH; P-11VI; P-11VJ; P-11VK; P-11VL; P-11VM; P-11VN; P-11VO; P-11VP; P-11VQ; P-11VR; P-11VS; P-11VT; P-11VU; P-11VV; P-11VW; P-11VX; P-11VY; P-11VZ; P-11WA; P-11WB; P-11WC; P-11WD; P-11WE; P-11WF; P-11WG; P-11WH; P-11WI; P-11WJ; P-11WK; P-11WL; P-11WM; P-11WN; P-11WO; P-11WP; P-11WQ; P-11WR; P-11WS; P-11WT; P-11WU; P-11WV; P-11WW; P-11WX; P-11WY; P-11WZ; P-11XA; P-11XB; P-11XC; P-11XD; P-11XE; P-11XF; P-11XG; P-11XH; P-11XI; P-11XJ; P-11XK; P-11XL; P-11XM; P-11XN; P-11XO; P-11XP; P-11XQ; P-11XR; P-11XS; P-11XT; P-11XU; P-11XV; P-11XW; P-11XX; P-11XY; P-11XZ; P-11YA; P-11YB; P-11YC; P-11YD; P-11YE; P-11YF; P-11YG; P-11YH; P-11YI; P-11YJ; P-11YK; P-11YL; P-11YM; P-11YN; P-11YO; P-11YP; P-11YQ; P-11YR; P-11YS; P-11YT; P-11YU; P-11YV; P-11YW; P-11YX; P-11YY; P-11YZ; P-11ZA; P-11ZB; P-11ZC; P-11ZD; P-11ZE; P-11ZF; P-11ZG; P-11ZH; P-11ZI; P-11ZJ; P-11ZK; P-11ZL; P-11ZM; P-11ZN; P-11ZO; P-11ZP; P-11ZQ; P-11ZR; P-11ZS; P-11ZT; P-11ZU; P-11ZV; P-11ZW; P-11ZX; P-11ZY; P-11ZZ.

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

- 4 The proposed development shall not be occupied until the whole of the waste storage and removal facilities shown on the approved drawings is provided. The whole of the waste storage and removal provision shall be permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate waste storage and removal facilities and to safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS18 (Dealing with our waste and encouraging recycling) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and

neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 5 The proposed development shall not be occupied until the whole of the 7 spaces of cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 6 The lifetime homes features and facilities as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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 are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS4 (Areas of more limited change), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS10 (Supporting community facilities and services), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling), CS19 (Delivering and monitoring the Core Strategy) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Housing size mix)

DP6 (Lifetime homes), DP7 (Community and leisure uses), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP26 (Managing the impact of development on occupiers and neighbours), DP27 (Basements and lightwells) and DP31 (Provision of, and improvements to, public open space and outdoor sport and recreation facilities). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100 sqm of new or replaced floor space will need to pay this CIL. It will be charged on Camden development in the London Borough of Camden. Camden will be sending out a letter to all planning applications submitted after 1st April 2012 to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 5 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6956) or email highwayengineering@camden.gov.uk
- 6 The private forecourt area on the Grafton Road elevation has an established public right of way which has been enjoyed by the public as a right of way for over 20 years. Under section 31 of the Highways Act 1980, therefore, the Council would consider this forecourt **DRAFT** **DECISION** this way, although not maintainable at the public expense.
- 7 With regard to conditions you are asked to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 Your attention is drawn to the fact that there is a 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.
- 10 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 11 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

Yours faithfully

DRAFT

DECISION