

DATED

27th March

2015

(1) KENTISH TOWN LLP

and

(2) MIZRAHI TEFAHOT BANK LIMITED

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
187 Kentish Town Road, London (NW1 8PD)
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

Andrew Maughan
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CLS/COM/LMM/1685.

THIS AGREEMENT is made the 27th day of March 2015

B E T W E E N:

- i. **KENTISH TOWN LLP** (Co. Regn. No. OC324888) of 21 Bedford Square, London WC1B 3HH (hereinafter called "the Owner") of the first part
- ii. **MIZRAHI TEFAHOT BANK LIMITED** (incorporated in Israel) of 30 Old Broad Street, London EC2N 1HT (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 fourth 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 NGL758286 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 21 January 2014 and the Council resolved to grant permission conditionally under reference number 2013/8302/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 NGL758286 and dated 29 April 2013 (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 "Construction Management Plan" 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 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):-
- (i) 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;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

2.4 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes demolition of existing buildings

2.5 "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

2.6 "the Development"

Redevelopment of existing building (Class A3), retaining the existing façade, to provide a 4 storey building (1 storey roof addition) with flexible retail/financial and professional services/restaurant (Class A1/A2/A3) use at ground floor and 9 (2x1, 6x2 & 1x3 bed) residential units (Class C3) at 1st to 3rd floor level, together with various associated alterations including landscaping, external terraces, alterations to external elevations and rooftop plant as shown on the Site Location Plan and drawing numbers 863_07_000 REV P3; 863_07_001 REV P1; 863_07_010 REV P2; 863_07_011 REV P2; 863_07_012 REV P2; 863_07_020 REV P5; 863_07_021 REV P5; 863_07_022 REV P2; 863_07_023 REV P3; 863_07_030 REV P1; 863_07_100 REV P2; 863_07_101 REV P2; 863_07_102 REV P2; 863_07_103 REV P2; 863_07_104 REV P2; 863_07_105 REV P1; 863_07_106 REV P1; 863_07_002 REV P2; 863_07_120 REV P7; 863_07_111 REV P7; 863_07_112 REV P5;

863_07_115 REV P8; 863_07_117 REV P4;
863_07_123 REV P6; 863_07_220 REV P7;
863_07_221 REV P5; 863_07_222 REV P8;
863_07_223 REV P5; 863_07_310 REV P2;
863_07_321 REV P4; 863_07_322 REV
P5;863_07_322B REV P3; Arboricultural Impact
Assessment, Tree Protection Plan, Prepared by
Treework Environmental Practice, dated 2013,
Acoustic Planning Report, prepared by MACH
Acoustics, dated 17 December 2013, Daylight
and Sunlight Report, prepared by Schroeders
Begg Ltd, dated November 2013 (Ref 1067/B -
rev 02), BREEAM 2011 New construction pre-
assessment estimator and BREEAM 2011 New
construction assessment report: rating and key
performance indicators, Transport Statement,
prepared by TTP consulting, dated December
2013.

2.7 "Education Contribution"

the sum of £19,600 (nineteen thousand six 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 the event of receipt towards education needs arising in the London Borough of Camden

2.8 "the Highways Contribution"

the sum of £67,603 (sixty seven thousand six hundred and three 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"):-

- (a) repaving the footway around Prince of Wales Road/Kentish Town Road;
- (b) repairs of any damage caused to the public highway (including crossovers and footways) as a result of the development; and
- (c) any other works the Council acting reasonably requires as a direct result of the Development

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

2.9 "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

2.10 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.11 "Occupation Date"

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

- 2.12 "Open Space Contribution" the sum of £11,775 (eleven thousand seven hundred and seventy five 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 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
- 2.13 "the Parties" mean the Council the Owner and the Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 21 January 2014 for which a resolution to grant permission has been passed conditionally under reference number 2013/8302/P subject to conclusion of this Agreement
- 2.15 "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
- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 187 Kentish Town Road, London NW1 8PD the same as shown outlined in red on the plan annexed hereto

- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.19 "Public Realm Contribution" the sum of £25,000 (twenty five thousand 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 towards the provision of pedestrian, cycling, bus shelter, Legible London and general environmental and public realm improvements in the vicinity of the Development
- 2.20 "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
- 2.21 "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
- 2.22 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant):-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) expected hours of loading and unloading of vehicles related to the Development;
- (e) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts;
- (f) likely size of delivery/servicing vehicles proposed to attend the Property and identification of where each type of vehicle will stop to service the Development;
- (g) swept path diagrams identifying where and how HGVs will manoeuvre into and out of and within the Property (such swept path diagrams shall demonstrate that vehicles will have a sufficient turning area to be able to both enter and exit the Property in forward gear;
- (h) likely nature of goods to be delivered;

- (i) proposed routes to and from on-street servicing bays to the building/service access where relevant;
- (j) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;
- (k) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (l) statement setting out how servicing movement to the Property can be combined and/or reduced to minimize traffic and service vehicle activity at the Property; and
- (m) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing;

2.23 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60%

of the credits in each of Energy and Water and 40% of the credits in Materials categories;

- (b) achieve at least Level 4 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (c) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan and
- (d) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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 or 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" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of 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.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.
- 4.2 CONSTRUCTION MANAGEMENT PLAN**
- 4.2.1 On or prior to the Implementation Date to provide 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 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 HIGHWAYS CONTRIBUTION

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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.

4.3.5 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 SUSTAINABILITY PLAN

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been

approved by the Council as demonstrated by written notice to that effect

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date to procure that every lease licence or tenancy agreement of all or part of the Development contains an obligation on the occupier not to occupy the relevant part of the Development except in strict accordance with the Sustainability Plan as approved by the Council and the Owner shall use reasonable endeavours to enforce such obligations, save that the Owner shall not be liable for a breach of this clause 4.4 after it shall have parted with its interest in the Development.

4.5 **SERVICE MANAGEMENT PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.

4.5.2 Not to Implement nor permit Implementation until the Service Management Plan has been approved by the Council as demonstrated by written notice to that effect

4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Service Management Plan as approved by the Council have been incorporated into the Property.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.6 **PUBLIC REALM CONTRIBUTION**

4.6.1 The Owner hereby covenants with the Council to pay to the Council the Public Realm Contribution prior to Implementation.

4.6.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Realm Contribution.

4.7 **OPEN SPACE CONTRIBUTION**

4.7.1 The Owner hereby covenants with the Council to pay to the Council the Open Space Contribution prior to Implementation.

4.7.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Open Space Contribution.

4.8 **EDUCATION CONTRIBUTION**

4.8.1 The Owner hereby covenants with the Council to pay to the Council the Education Contribution prior to Implementation.

4.8.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

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 Planning Permission 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 the Planning Permission reference 2013/8302/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 (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 2013/8302/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 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 Planning Reference 2013/8302/P 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 Permission reference number 2013/8302/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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

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. **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 their Deed the day and year first before written

EXECUTED AS A DEED BY)
KENTISH TOWN LLP)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

MIZRAHI TEFAHOT BANK LIMITED
acting by a ~~Director and its Secretary~~
or by two ~~Directors~~

) AUTHORIZED SIGNATORIES
)

~~Director~~

AUTHORIZED
SIGNATORY

IAN R. ALSOP
HEAD OF CREDIT
AUTHORIZED SIGNATORY

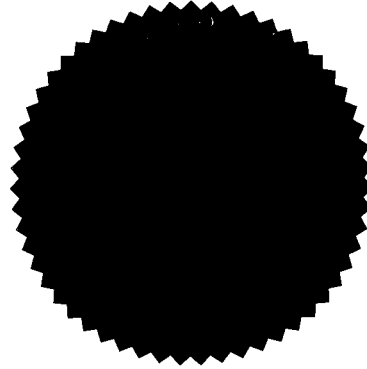
~~Director/Secretary~~

AUTHORIZED
SIGNATORY

MICHAEL GEHLER
HEAD OF CORPORATE LENDING
MIZRAHI TEFAHOT BANK LIMITED
LONDON BRANCH

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

Authorized Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

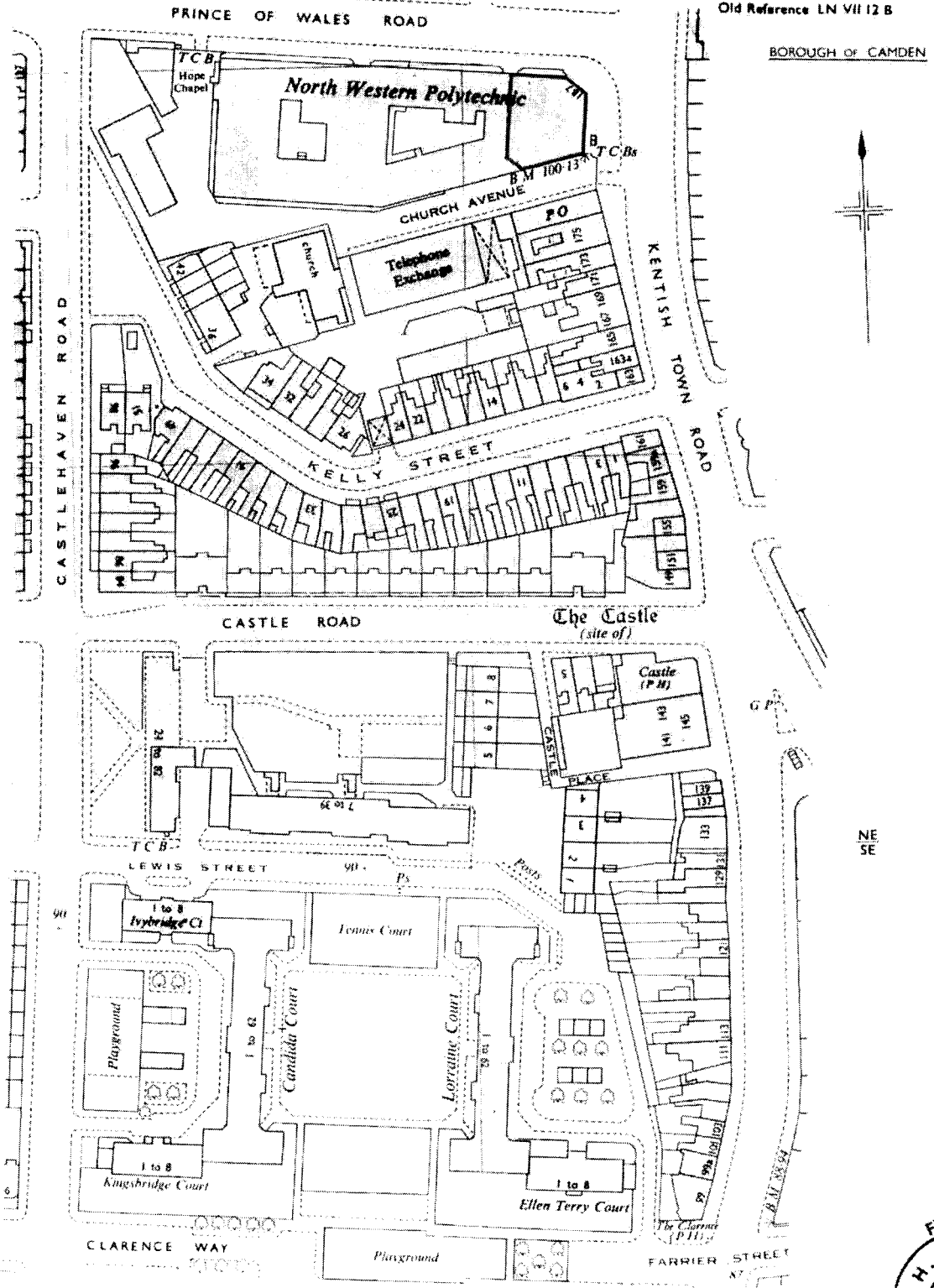
- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

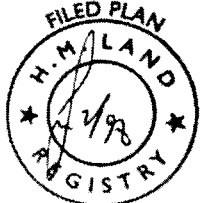
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-
"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

H.M. LAND REGISTRY		TITLE NUMBER	
		NGL758286	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ2884
			SECTION
			R
Scale: 1/1250		© Crown copyright 1991.	



The boundaries shown by dotted lines have been plotted from an Ordnance Survey plan. The title plan may be updated from later survey information.



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 29 September 2014 shows the state of this title plan on 29 September 2014 at 14:10:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Croydon Office .

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**Regeneration and Planning
Development Management**
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Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2013/8302/P**

Dear Sir/Madam

DRAFT
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:
187 Kentish Town Road
London
NW1 8PD

Proposal:

DECISION
Redevelopment of existing building (Class A3), retaining the existing facade, to provide a 4 storey building (1 storey roof addition) with flexible retail/financial and professional services/restaurant (Class A1/A2/A3) use at ground floor and 9 (2x1, 6x2 & 1x3 bed) residential units (Class C3) at 1st to 3rd floor level, together with various associated alterations including landscaping, external terraces, alterations to external elevations and rooftop plant.

Drawing Nos: 863_07_000 REV P3; 863_07_001 REV P1; 863_07_010 REV P2;
863_07_011 REV P2; 863_07_012 REV P2; 863_07_020 REV P5; 863_07_021 REV P5;
863_07_022 REV P2; 863_07_023 REV P3; 863_07_030 REV P1; 863_07_100 REV P2;
863_07_101 REV P2; 863_07_102 REV P2; 863_07_103 REV P2; 863_07_104 REV P2;
863_07_105 REV P1; 863_07_106 REV P1; 863_07_002 REV P2; 863_07_120 REV P7;
863_07_111 REV P7; 863_07_112 REV P5; 863_07_115 REV P8; 863_07_117 REV P4;
863_07_123 REV P6; 863_07_220 REV P7; 863_07_221 REV P5; 863_07_222 REV P8;
863_07_223 REV P5; 863_07_310 REV P2; 863_07_321 REV P4; 863_07_322 REV
P5; 863_07_322B REV P3; Arboricultural Impact Assessment, Tree Protection Plan,
Prepared by Treework Environmental Practice, dated 2013, Acoustic Planning Report,
prepared by MACH Acoustics, dated 17 December 2013, Daylight and Sunlight Report,
prepared by Schroeders Begg Ltd, dated November 2013 (Ref 1067/B - rev 02), BREEAM
2011 New construction pre-assessment estimator and BREEAM 2011 New construction
assessment report: rating and key performance indicators, Transport Statement, prepared

by TTP consulting, dated December 2013.

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):

- DRAFT**
- 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 Detailed and fully annotated drawings (plans/sections/elevations) in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

- DECISION**
- a) Typical details of roof extension showing metal cladding including eaves and upstand design, junction and junction with roof terrace (plans, sections and elevations at 1:10 and 1:1);
 - b) All new windows including sealed double-glazed units, showing jambs, heads and cills (including new decorative brick and stonework/metal roof cladding) (plans, sections and elevations at 1:10, typical frame sections and junctions with jambs/heads/cills at 1:1);
 - c) All new spandrel and parapet panels including junctions with adjacent masonry (plans, sections, elevations at 1:10, with typical junction details at 1:1);
 - d) All new external doors, showing jambs, heads and cills (where appropriate) (plans, sections, elevations at 1:10, with typical junction details at 1:1);
 - e) Typical section of new glass balustrading for the roof terrace (plans, sections, elevations at 1:10, with typical junction details at 1:1);
 - f) Typical section of new or reinstated metal balustrading for the roof terrace (plans, sections, elevations at 1:10, with typical junction details at 1:1);
 - g) Typical details of new planters for roof terraces showing finishes and fixings (where appropriate) annotated with details of tree and other plant species (plans, sections, elevations at 1:10).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London

Borough of Camden Local Development Framework Core Strategy and policy DP24 [and DP25 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to the commencement of the development, the following detailed schedule and method statements shall be submitted and approved in writing by the local planning authority:

- a) of all materials to be salvaged and reused on the property
- b) of repair for all works of repair to retained and/or reinstated fabric
- c) for cleaning and repointing of existing brickwork and masonry work

The development shall be carried out in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Prior to the commencement of the relevant part of the development, the following shall be submitted for approval in writing by the council:

a) a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site. The approved panel shall be retained on site until the work has been completed.

b) samples of all other new facing materials, including roof cladding, external door and window frame finishes, new spandrel and parapet panels, new metal balustrading, new glass balustrading, all external door and window frame finishes, external signage and ironmongery.

The development shall be carried out in accordance with the approved samples.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the Class A3 use commences, the extract ventilating system and/or air-conditioning plant shall be provided with acoustic isolation, sound attenuation and anti-vibration measures in accordance with a scheme to be submitted to and approved in writing by the local planning authority. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the [adjoining] premises [and the area generally] in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to the first use of the premises for the Class A3 use hereby permitted, the ventilation and filtration equipment to suppress and disperse fumes and/or smells created from cooking activities on the premises, shall be installed and be in full working order in accordance with a scheme to be submitted to and approved by the council. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations. In the event of no satisfactory ventilation plant and / or machinery being provided, no primary cooking shall take place on the premises.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Before the relevant part of the development commence full details of the cycle storage area for 20 cycles shall be submitted to and approved in writing by the Council. The relevant parts of the development shall not be occupied until the approved cycle storage areas have been provided in their entirety, and shall be thereafter permanently maintained and retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 9 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved in writing by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in British Standard 3998: 2010 (Recommendation

for Tree Work).

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The A3 use hereby permitted shall not be carried outside 07:30 - 00:30 Monday to Sunday and on Public/Bank Holidays [this includes no customers on the premises outside this time].

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Full details in respect of the living roof in the areas indicated on the approved roof plans shall be submitted to and approved in writing by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 12 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.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Before the relevant part of the development is first occupied, the refuse and recycling storage facilities, as shown on the drawings hereby approved, shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of

Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to the end of the next available planting season, new and replacement tree planting (including within roof planters) shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 15 The development hereby permitted shall be carried out in accordance with the following approved plans [863_07_000 REV P3; 863_07_001 REV P1; 863_07_010 REV P2; 863_07_011 REV P2; 863_07_012 REV P2; 863_07_020 REV P5; 863_07_021 REV P5; 863_07_022 REV P2; 863_07_023 REV P3; 863_07_030 REV P1; 863_07_100 REV P2; 863_07_101 REV P2; 863_07_102 REV P2; 863_07_103 REV P2; 863_07_104 REV P2; 863_07_105 REV P1; 863_07_106 REV P1; 863_07_002 REV P2; 863_07_120 REV P7; 863_07_111 REV P7; 863_07_112 REV P5; 863_07_115 REV P8; 863_07_117 REV P4; 863_07_123 REV P6; 863_07_220 REV P7; 863_07_221 REV P5; 863_07_222 REV P8; 863_07_223 REV P5; 863_07_310 REV P2; 863_07_321 REV P4; 863_07_322 REV P5; 863_07_322B REV P3; Arboricultural Impact Assessment, Tree Protection Plan, Prepared by Treework Environmental Practice, dated 2013, Acoustic Planning Report, prepared by MACH Acoustics, dated 17 December 2013, Daylight and Sunlight Report, prepared by Schroeders Begg Ltd, dated November 2013 (Ref 1067/B - rev 02), BREEAM 2011 New construction pre-assessment estimator and BREEAM 2011 New construction assessment report: rating and key performance indicators, Transport Statement, prepared by TTP consulting, dated December 2013.]

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

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 6941).

- 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 You are advised that condition 10 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 4 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.
- 5 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.
- 6 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.
- 7 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 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need 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

- 8 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

DECISION

DATED 27th March 2015

(1) KENTISH TOWN LLP

and

(2) MIZRAHI TEFAHOT BANK LIMITED

and

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

AGREEMENT
relating to land known as
187 Kentish Town Road, London (NW1 8PD)
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

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CLS/COM/LMM/1685.