

DATED 7 October 2015

(1) KSTTK PROPERTIES LIMITED

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
SECOND FLOOR MAISONETTE 84 ST AUGUSTINE'S ROAD LONDON NW1 9RP
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
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.356

THIS AGREEMENT is made the 7 day of October 2015

B E T W E E N:

- i. **KSTTK PROPERTIES LIMITED** (Co. Regn. No. 08813520) whose registered office is at 62 Laurel Way London N20 8HU (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 LN53952.
- 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 02 April 2015 and the Council resolved to grant permission conditionally under reference number 2015/1968/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" conversion of 4 bed 2nd floor maisonette to 2 flats (1 x studio, 1 x 2 bed) and extension to rear dormer roof extension, installation of inset rear roof terrace, increase in height of second floor rear extension, alterations and additions to windows on rear elevation as shown on drawing numbers Design & Access Statement, Lifetimes Homes Statement, 10584/TP2/01, 10584/TP2/02r03, 10584/TP2/03r3 & 10584/TP2/04r3
- 2.4 "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
- 2.5 "the Nominated Unit" the 1 x 1 unit located on the top floor of the Property and known as Studio Flat D 84 St Augustine's Road London NW1 9RP as shown on Plan 2

- 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 "Plan 1" the drawing marked "Plan 1" annexed hereto showing the Property
- 2.8 "Plan 2" the drawing marked "Plan 2" annexed hereto showing the Nominated Unit
- 2.9 "the Parties" mean the Council and the Owner
- 2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 02 April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1968/P subject to conclusion of this Agreement
- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as second floor maisonette 84 St Augustine's Road London NW1 9RP the same as shown shaded grey on the plan annexed hereto

- 2.14 "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
- 2.15 "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 and 7 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 The Owner hereby covenants with the Council to ensure that prior to occupying any Nominated unit forming part of the Development each new resident of the Nominated unit 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.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit number of the Nominated unit 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 of this Agreement.

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 2015/1968/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.

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 2015/1968/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 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. **RIGHTS OF THIRD PARTIES**

7.1 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 have executed this instrument as its Deed the day and year first before written

EXECUTED AS A DEED BY)
KSTTK PROPERTIES LIMITED)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

KSWad
.....

Director

Scott Ward
.....

Director/~~Secretary~~

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

CPB
.....

Authorised Signatory



Plan 1

App 2

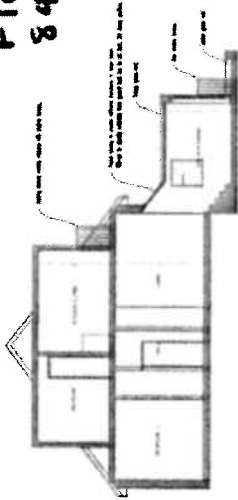
84 St Augustine's Road London NW1 9RP



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Flat D
84 St Augustines Rd



SEE PLAN FOR DIMENSIONS AND FINISHES

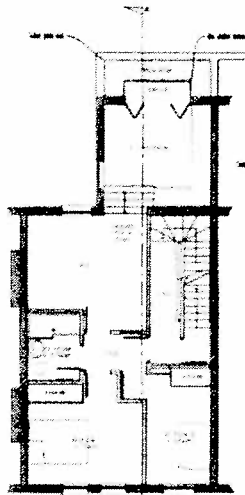
REF: 10/10/10

NO.	REVISION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
5	ISSUED FOR PERMIT
6	ISSUED FOR PERMIT
7	ISSUED FOR PERMIT
8	ISSUED FOR PERMIT
9	ISSUED FOR PERMIT
10	ISSUED FOR PERMIT

Flat C, 84 St Augustines Rd,
NWI 9RP - two bed flat. Parking Permit as existing

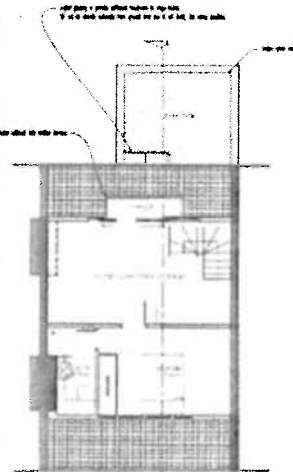
Flat D, 84 St Augustines Road, NW1 9RP - studio flat. 'the Nominated Unit' - car free.

SEE PLAN FOR DIMENSIONS AND FINISHES



SEE PLAN FOR DIMENSIONS AND FINISHES

Flat C



SEE PLAN FOR DIMENSIONS AND FINISHES

Flat D

NO.	REVISION
1	ISSUED FOR PERMIT
2	ISSUED FOR PERMIT
3	ISSUED FOR PERMIT
4	ISSUED FOR PERMIT
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10	ISSUED FOR PERMIT



Savage & Pottinger Design Ltd
11 Eton Garages Lancaster Grove
London
NW3 4PE

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/1968/P**

28 September 2015

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:

Second Floor Maisonette
84 St Augustine's Road
London
NW1 9RP

Proposal:

DECISION
Conversion of 4 bed 2nd floor maisonette to 2 flats (1 x studio, 1 x 2 bed) and extension to rear dormer roof extension, installation of inset rear roof terrace, increase in height of second floor rear extension, alterations and additions to windows on rear elevation
Drawing Nos: Design & Access Statement, Lifetimes Homes Statement, 10584/TP2/01, 10584/TP2/02r03, 10584/TP2/03r3 & 10584/TP2/04r3

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 carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 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: Design & Access Statement, Lifetimes Homes Statement, 10584/TP2/01, 10584/TP2/02r03, 10584/TP2/03r3 & 10584/TP2/04r3

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

- 4 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.

- 5 Before the development commences, details of secure and covered cycle storage area for 3 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

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.

- 6 No development shall take place until full details of an external waste storage enclosure at ground floor level have been submitted to and approved by the local planning authority in writing.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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 policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reasons for granting permission

Council LDF Policies CS6 and DP2 aim to make full use of Camden's capacity for housing. The proposal would result in an additional dwelling. Policy DP5 sets out dwelling type priorities. With regard to market housing two bed units are in high demand. As such the proposed conversion is considered to be acceptable in principle subject to an assessment of standard of accommodation, waste, sustainability and transport impacts.

The 2 bed, 3 person flat would have an internal floor space of approximately 50sq.m. Guidance in CPG2 expects a three person dwelling to have an overall internal floorspace of 61sq.m. Although the proposed floor space would fall short of this guidance, the proposed layout would be a vast improvement on the existing cramped 4 bedroom dwelling, with the proposed room sizes of good dimensions that meet the relevant lifetime homes standards. The proposed studio unit, at 37sqm would meet the relevant size standards. Guidance in CPG2 expects at least half the floor area to be 2.3m in height to be considered habitable. The proposed fourth floor studio meets this standard, as does the kitchen/dining area of the proposed two bed flat. Overall the proposal is considered to provide sufficient habitable space according with CS6, CPG2 and the London Plan 2015.

The proposed increase in the width of the rear dormer and the second floor rear window alteration are modest alterations that would not have any discernible impact on the character of the host property or harm the wider conservation area. The principle of a rear dormer is already established on the property and the modest increase in mass, maintaining adequate setbacks from the side of the building, would not result in a dormer that dominates the rear roof slope. The alteration of the second floor rear window from a small fixed obscure glazed to a timber sash window would be more in keeping with the fenestration on the host building, meeting guidance in CPG1.

The proposed 0.2m increase in the height of the second floor closet wing to an internal height of 2.3m would provide increased internal headroom. An angled roof light would be located between the rear elevation and the closet wing. The roof light is largely designed to maintain a headroom height of 2.3m between the descending stairs between the host property and the closet wing. This rooflight would not be appreciable from ground level. The modest increase in the height of the closet wing is not considered to result in excessive mass to the host property creating an unbalanced built form.

The proposed inset balcony attached to the rear dormer is considered to be

acceptable as it is small in size, is generally inset behind the sloping roof of the building in accordance with the guidance in CPG1 and will be finished in railings which are in keeping with the style of the building.

- 2 The proposed inset balcony attached to the rear dormer is not considered to result in greater overlooking of properties on Marquis Road than is currently present from the existing dormer windows. The proposed second floor window alteration would be obscure glazed below 1500mm reducing the impact to the private amenity of properties on Marquis Road. The distance between the rear habitable windows of the application property and those on Marquis Road is approximately 20m, beyond the minimum distance of 18m stipulated within guidance CPG6.

No formal waste disposal area or secure bike storage has been designated on the site however the front garden is currently used for the sites waste storage and would be acceptable to continue in this form. Secure bike storage could also be provided on the front garden. Based on the number of units proposed the London Plan requires that 3 cycle parking spaces be provided. As no details have been provided at application stage a condition will be included requiring that details of the storage of 3 cycles and waste be submitted prior to commencement of the development.

Policy DP18 expects development to be car free in the central London Area, Town centres, and other area within Controlled Parking Zones that are easily accessible by Public transport (PTAL of 4 or above). While the site has a Public Transport Accessibility level (PTAL) of 2, the controlled parking zone is currently oversubscribed. As such any additional parking permits would put further pressure on the area, and result in congestion as vehicles search for spaces. While the maisonette is currently eligible for a parking permit, which would be retained by the proposed two bedroom flat, the studio flat will be secured as car free secured through a legal agreement.

21 Neighbouring occupiers were consulted on the application, two objections have been received. Amendments have been made to the initial planning application that reduces the impacts and concerns raised from the neighbour objections. The site's planning history and relevant appeal decisions were taken into account when coming to this decision. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under 72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (EER) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP17, DP18, DP24, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.4, 3.5, 5.18, 6.9, 6.13, 7.4, and 7.6 of the London Plan 2015 and paragraphs 14, 17, 56-66 and 125-141 of the National Planning Policy Framework.

- 3 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).

- 4 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.
- 5 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 be 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

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

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

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED

7 October

2015

(1) KSTTK PROPERTIES LIMITED

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
SECOND FLOOR MAISONETTE 84 ST AUGUSTINE'S ROAD LONDON NW1 9RP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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Head of Legal Services
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