

DATED

12 JULY

2017

(1) AGAMON LIMITED

and

(2) NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY

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

10 Agamemnon Road
London
NW6 1DY

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.95 (final)

THIS AGREEMENT is made the 12th day of July 2017

B E T W E E N:

1. **AGAMON LIMITED** (registered under company number 09524024) whose registered office is at Venitt & Greaves, 115 Craven Park Road, London, N15 6BL (hereinafter called "the Owner") of the first part
2. **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY** (registered under company number 00929027) whose registered office is at 135 Bishopsgate London EC2M 3UR (hereinafter called "the Mortgagee") of the second part *and whose address for service is Credit Documentation P6 Box 339 Manchester M60 2AH* *DF*
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of part of the Property under title number 122431 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of the Property and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 28th October 2015 and the Council resolved to grant permission conditionally under reference number 2015/6064/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.
- 1.6 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.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under title number 122431 and dated 22nd September 2015 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 "this Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3 "Basement Approval in Principle Application" an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
- 2.4 "Basement Approval in Principle Contribution" the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of

receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

2.5 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.6 "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 and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (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 building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the conservation area features;

- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.9 "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
- 2.10 "the Development" change of use from 7 individual studio flats and 2 bedsits, to 4 x 2 bedroom flats, extension to existing basement, including new lightwells to the front and rear; extension of ground floor extensions, new front bin storage unit and boundary fence as shown on drawing numbers Basement Impact Assessment (August 2016); Geo-environmental Interpretative Report (August 2016); Basement Impact Statement (ref 2707/BIS/001/DP) issued November 2015 by David Joseph Consulting; Email dated 24 November 2016 from Kruszelnicki Leetch Architects; (0061-DR-)0010 P04; 0011 P04; 0012 P04; 0013 P04; 0014 P04; 0015 P04; 0016 P04; 0017 P06; 0018 P06; 0019 P06; 0020 P06; 0021 P06
- 2.11 "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 save that for the purposes of this Agreement, site surveys, the erection of fencing to enclose the Development or any part of the Development or the laying or

provision of any services and/or services diversion works on or under the Development or any part of the Development shall not be deemed to be carrying out of a material operation for the purposes of this Agreement and references to "Implementation" and "Implement" shall be construed accordingly

2.12 "the Highways Contribution"

the sum of £4,500 (four thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway directly adjacent to the Property; and
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

2.13 "the Level Plans"

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

2.14 "the Nominated Units"

the new 2 bedroom self-contained residential unit at lower ground floor level and the

reconfigured upper ground floor residential unit at the Property forming part of the Development the same as shown edged red on the plan annexed hereto at the Fourth Schedule

- 2.15 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" the Council, the Owner and the Mortgagee
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 28th October 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6064/P subject to conclusion of this Agreement
- 2.18 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
- 2.20 "the Property" the land known as 10 Agamemnon Road, London, NW6 1DY the same as shown edged red on the plan at the Third Schedule annexed hereto

- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.22 "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
- 2.23 "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

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

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 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Implementation Date to:-

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

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

- (i) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (ii) the Council has received the Basement Approval in Principle Application Contribution in full.

4.2 **CAR FREE**

4.2.1 To ensure that prior to Occupying the Nominated Units (being part of the Development) each new occupier of the Nominated Units shall be 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to occupy or use (or permit the occupation or use of) the Nominated Units (being part of the Development) at any time during which the occupier of the Nominated Units holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

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

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 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.

4.3.4 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.

4.4 HIGHWAYS

4.4.1 On or prior to the Implementation Date to:-

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

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

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

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

4.4.4 On completion of the Highway Works the Council may provide to the Owner a

certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty-one (21) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-one (21) days of the issuing of the said certificate pay to the Owner the difference.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2015/6064/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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2015/6064/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) 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 application reference 2015/6064/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index 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

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/6064/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 The Owner, the Mortgagee and their successors in title or any person deriving title from them shall not be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said

obligations only in the event that it becomes a mortgagee in possession of the Property or part thereof.

8. **RIGHTS OF THIRD PARTIES**

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

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY)
AGAMON LIMITED)
acting by a Director and its Secretary)
or by two Directors *in the*)
presence of a witness)

Director Name: (CAPITALS))

Director Signature:)

Witness
Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

Mr YISROEC COUK
.....

YSC
.....

S. Spill *Solomon Spill*

106 Moundfield Road
London N16

~~EXECUTED AS A DEED BY)
NATIONAL WESTMINSTER BANK)
PUBLIC LIMITED COMPANY)
BY)~~

~~..... (CAPITALS))~~

~~..... (SIGNED))~~

in the presence of:)

..... (CAPITALS))

..... (SIGNED))

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



R. Alexander
.....

Authorised Signatory

Signed and Delivered as a Deed
For and on behalf of
National Westminster Bank Plc
By a duly authorised Attorney

D. Foster
David foster

In the presence of *[Signature]*

[Signature]

Witness' Signature-Bank employee

DOCUMENTOR
CREDIT DOCUMENTATION

REF 4476039 / MDS



THE FIRST SCHEDULE

Pro Forma Construction Management Plan

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

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

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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



THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Kruszelnicki Leetch Architects
6 Westgate Street
E8 3RN
United Kingdom

Application Ref: **2015/6064/P**

03 May 2017

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:
10 Agamemnon Road
London
NW6 1DY

DECISION
Proposal:

Change of use from 7 individual studio flats and 2 bedsits, to 4 x 2 bedroom flats, extension to existing basement, including new lightwells to the front and rear; extension of ground floor extensions, new front bin storage unit and boundary fence.

Drawing Nos: Basement Impact Assessment (August 2016); Geo-environmental Interpretative Report (August 2016); Basement Impact Statement (ref 2707/BIS/001/DP) issued November 2015 by David Joseph Consulting; Email dated 24 November 2016 from Kruszelnicki Leetch Architects;

(0061-DR-)0010 P04; 0011 P04; 0012 P04; 0013 P04; 0014 P04; 0015 P04; 0016 P04; 0017 P06; 0018 P06; 0019 P06; 0020 P06; 0021 P06.

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 policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 4 The 4 x residential units as indicated on the plans hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the

impact on the storm-water drainage system in accordance with policies CS13 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.

- 6 Prior to commencement of the development details of the basement works programme as required by Cl.233 of the Guidance for Subterranean Development (GSD). Issue 01. November 2010. Ove Arup & Partners shall be submitted and approved, following independent assessment, by the Council.

Reason: To safeguard the appearance and structural stability of neighbouring buildings 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 DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby permitted shall be carried out in accordance with the following approved plans:

Basement Impact Assessment (August 2016); Geo-environmental Interpretative Report (August 2016); Basement Impact Statement (ref 2707/BIS/001/DP) issued November 2015 by David Joseph Consulting; Email dated 24 November 2016 from Kruszelnicki Leetch Architects;

(0061-DR-)0010 P04; 0011 P04; 0012 P04; 0013 P04; 0014 P04; 0015 P04; 0016 P04; 0017 P06; 0018 P06; 0019 P06; 0020 P06; 0021 P06.

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

Informative(s):

- 1 Reasons for granting permission.

The property is currently divided into 2x bedsits with shared facilities and 7x self-contained studio flats. The largest bedsit is 12sqm and the studios range in size from 14sqm to 21sqm.

All the existing rooms are below the Nationally Described Space Standard requirements of a minimum of 37sqm and are considered substandard, as such the loss of more than 2 residential units to ensure an improvement in residential standards is acceptable in principle, in accordance with Policy DP2.

The proposal would see 4x2bed flats spread from an enlarged basement level up to roof level. The units would range in size from 61sqm to 72sqm and are aimed at either 3people or 4people, broadly complying with the space standards of 61sqm (2bp3p units) and 70sqm (2b4p units).

The proposed 4x2bed flats reflect the council's identified need for 2 bed dwellings which are identified in the development plan as a 'very high' priority. The proposed dwelling mix is therefore considered acceptable in line with policy DP5.

The scheme has been revised following concerns that the basement unit would have poor outlook and light levels and lack of outdoor space, a stepped/landscaped element has now been introduced at the rear to allow access to the garden and to provide better outlook and light levels.

All other units would have good outlook at both the front and rear. The ground floor unit would have access to the garden and the first floor unit would have access to a rear terrace. The top floor flat would not have any outdoor space; although unfortunate it is considered acceptable in this instance given the site constraints which do not easily allow for outdoor space to be provided at high level.

In terms of design the proposal is considered to be acceptable, it would introduce a single storey rear extension and reinstate a front boundary wall/bin store area.

The rear extension would be subordinate to the host building and would not obscure any important historic features; it would be in line with the existing extensions at neighbouring buildings. It would be clad in timber which allows it to be read as a separate contemporary addition to the building.

A small bicycle store would be erected at the rear of the garden, it would be constructed from timber, be modest in size and no higher than the boundary fence. It would not appear as an incongruous feature and would not harm neighbouring amenity.

Camden Planning Guidance welcomes the reinstatement of lost features; at present there is no front boundary treatment, following revisions a low brick boundary wall with appropriate pillars and integrated bin store is proposed. The location of the bin store to the side boundary is considered to be the most appropriate solution and is acceptable.

The landscaped stepped area leading down to the basement flat at the rear is acceptable and will not be overly visible from any surrounding area.

There would be no impact on the amenity of adjoining neighbours as a result of the proposal, other than a rear first floor window all openings will remain as existing and there would be no change in the residential use. The rear first floor window above the proposed single storey extension would be changed into a door to allow access onto a terrace.

The terrace has been set back by 850mm from the sides of the extension to reduce potential overlooking; this is acceptable and a precedent for terraces above rear extensions has already been set in the area.

Cycle parking would be provided by way of a stand at the front boundary, a rear

storage shed in the garden and additional space within a secure room at basement level. Furthermore, there is space within the each unit should residents wish to store their bikes in their home. The London Plan would require 8 spaces; it is considered that there is sufficient space within the development to provide this number.

- 2 In accordance with existing policy, all units will be designated as Car-Free, secured by a s106 legal agreement, to ensure there is no undue impact on parking in the area and to ensure sustainable modes of transport are used.

The existing cellar would be enlarged to under the entire footprint of the building to project under the proposed rear extension; the side return area would also be excavated to create external amenity space and access to the rear garden for the basement flat. A BIA has been submitted with amendments and updated information by the applicant. The updated report has been independently assessed by the councils independent assessor (Campbell Reith) who concluded that subject to conditions, securing details of SuDS and a detailed work programme, the proposed basement is acceptable.

Traffic flows resulting from the development are likely to be fairly low, however due to the amount of excavation required for the basement extension and the sensitive nature of the local streets, a CMP will be secured via s106 agreement. Additionally an 'Approval In Principle' (AIP) report, will be secured via s106 in order to ensure that the proposed development would not affect the stability of the public highway (footway) adjacent to the site, including proposed mitigation measures.

To allow for any damage caused during construction of the proposed development to be repaired a financial contribution for highway works (repaving the footway) directly adjacent to the site on Agamemnon Road will be also secured via Section 106.

No objections have been received prior to making this decision. The sites 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 s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

As such, the proposed development is in general accordance with policies CS1, CS5 and CS6 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP5, DP6, DP18, DP19, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with The London Plan 2016; 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 intends to introduce a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time will need to pay a CIL including those submitted before April. This CIL will be collected by Camden on behalf of the Mayor of London. From April 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 m2 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 and we will issue a CIL demand notice setting out what monies needs to paid when and how to pay The CIL will be collected from Camden on behalf of the Mayor.
- 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 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment)

Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Supporting Communities Directorate

DRAFT

DECISION



THE THIRD SCHEDULE

PLAN OF THE PROPERTY

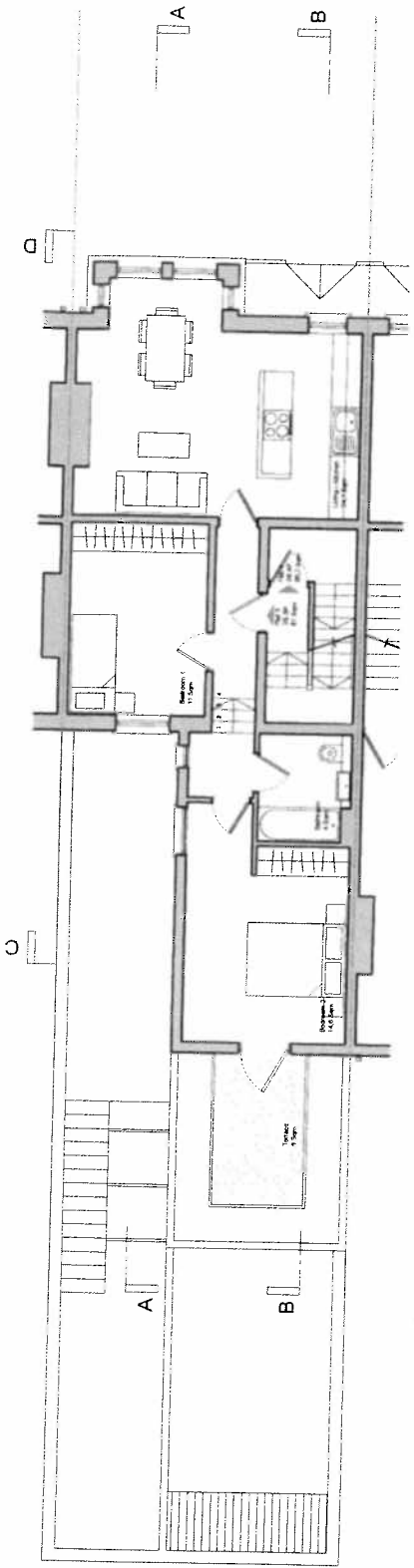




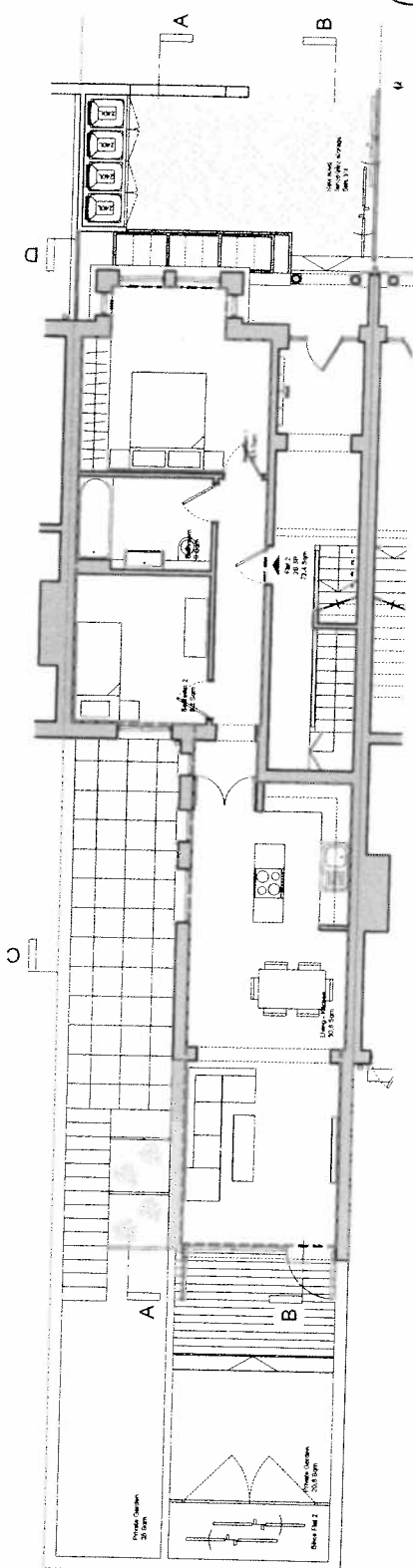
THE FOURTH SCHEDULE

CAR-FREE NOMINATED UNITS

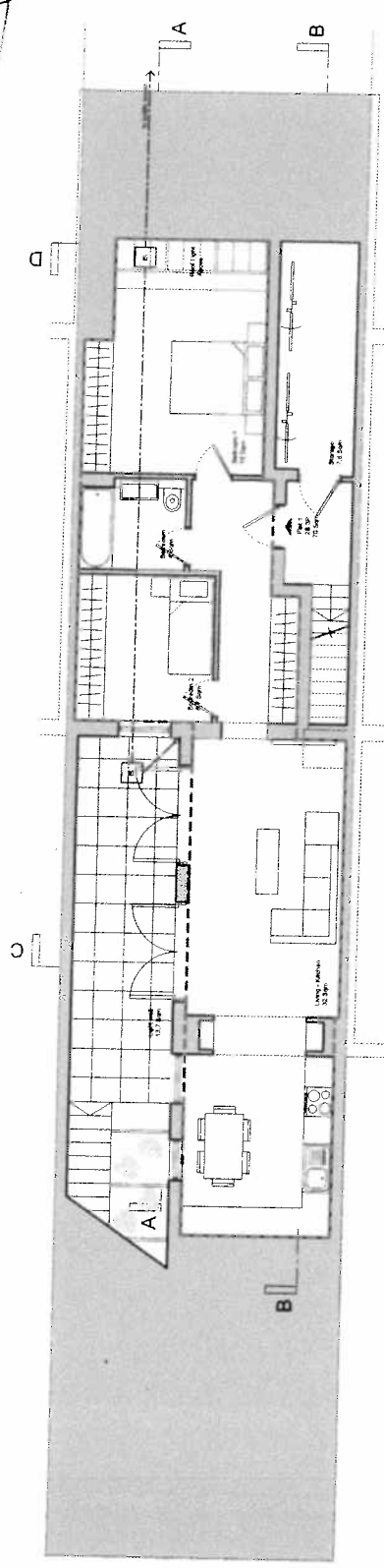




First Floor Plan



Ground Floor Plan



Basement Plan



R. Alexander
Draft

Handwritten scribble

Agamemnon Road

© Westgate Survey London, E 8 5HA 020 7465 588 westgate@bt.com Major alterations and extensions to the original drawings to be shown in red.	Date: 15/05/2017 Planning base 23/05/2017 18/10/2016 Response to AG comments 12/02/2016 Response to AG comments 23/02/2016 Response to AG comments 10/02/2017 See Schedule 1/2/3/4/5 15/01/2017 Planning Permit Application from Author	Ref: 100 100 100 100 100 100	Dim: 0m 0m 0m 0m 0m 0m	UR: K UR: K UR: K UR: K UR: K UR: K	Application Boundary Properties Excluded From Applying For Parking Permits 0 1 5 m	Client: Agamemnon LTD Project: 10 Agamemnon Road, London NW6 1DY	Title: Proposed Floor Plans Drawing Status: Planning	Scale @ A3 1:100 Drawing No: 0061-DR-0017 Rev: P08	KRUSZELNICKI LEETCH ARCHITECTS





DATED

12 JULY

2017

(1) AGAMON LIMITED

and

(2) NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY

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

10 Agamemnon Road
London
NW6 1DY

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.95 (final)