

DATED

11 December

2017

(1) AFT PROPERTIES LTD

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

44-46 EAGLE STREET, LONDON WC1R 4FS

pursuant to

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

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

Section 111 of the Local Government Act 1972; and

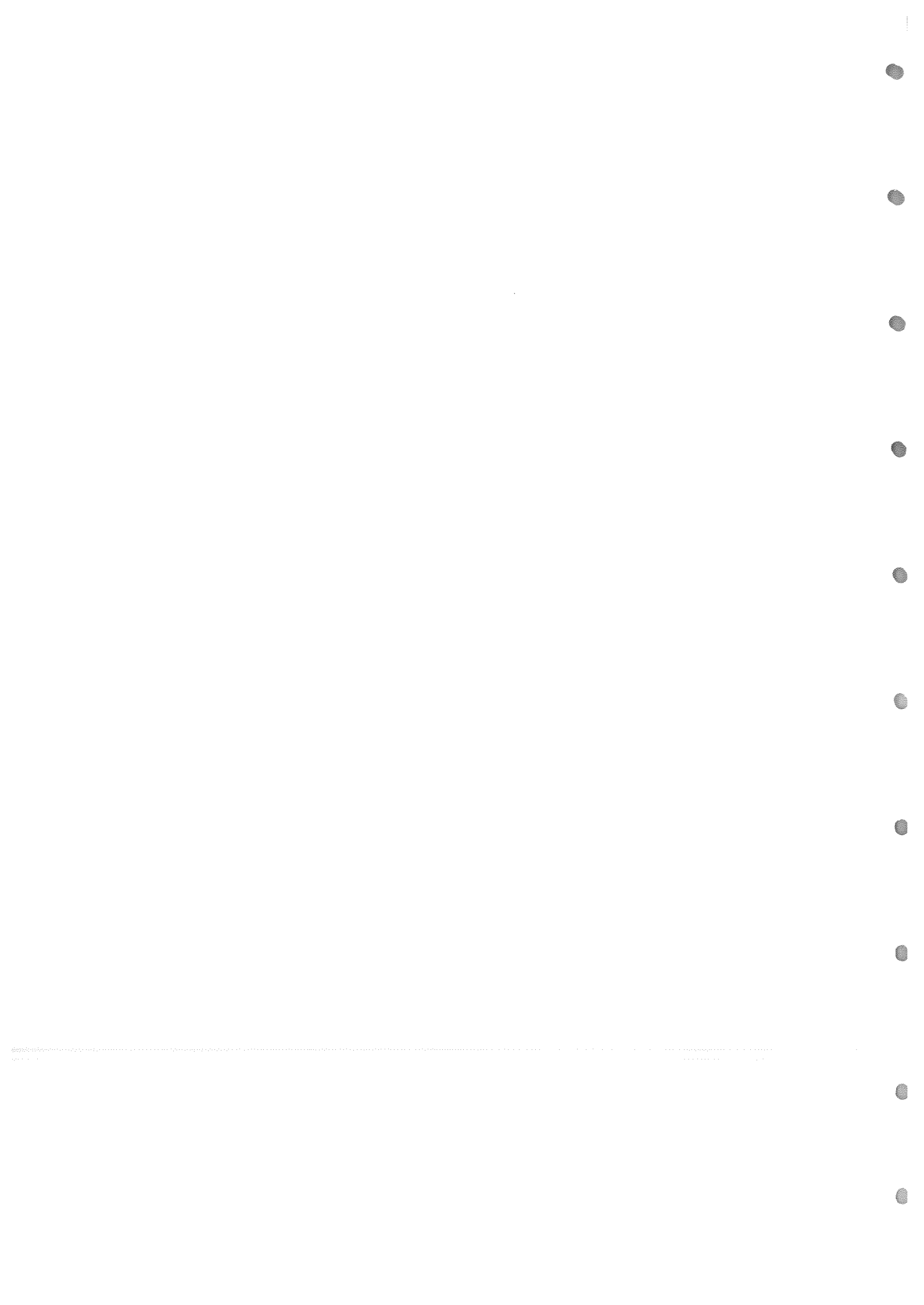
Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1800.453



THIS AGREEMENT is made the 11th day of December 2017

B E T W E E N:

A. **AFT PROPERTIES LTD** (incorporated in Guernsey) whose registered office is at ~~St Julian's Avenue, St Peter Port, Guernsey, GY1 1WA~~ *Martello Court, Admiral Park, St Peter Port, Guernsey GY1 3HB* (hereinafter called "the Owner") of the first part

B. **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 NGL413252.
- 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 22 September 2017 and the Council resolved to grant permission conditionally under reference number 2017/5260/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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.

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" external works to include fenestration alterations to front elevation with replacement windows and metal gate; reinstatement of office entrance to front elevation; removal of existing plant and installation of replacement plant with associated screening, installation of 1x rooflight at roof level and 1x rooflight at second floor level; formation of terrace at roof level and second floor level; erection of single storey 'garden' room and associated works to office building (Use B1a) as shown on drawing numbers:-
1015_S_001_PL (OS Extract); 1015_S_002_PL;
1015_EX_LG_PL; 1015_EX_00_PL; 1015_EX_MZ_PL;
1015_EX_01_PL; 1015_EX_02_PL; 1015_EX_03_PL;
1015_EX_RF_PL; 1015_EE_S_PL; 1015_EE_N_PL;
1015_ES_BB_PL; 1015_GA_LG_PL; 1015_GA_00_PL;
1015_GA_01_PL; 1015_GA_02_PL; 1015_GA_03_PL;
1015_GA_RF_PL; 1015_GE_S_PL_P2; 1015_GE_N_PL;
1015_GS_BB_PL; 1015_GS_BB2_PL; 1015_ED_120_P1;
1015_ED_121_P1; 1015_ED_130_P1
Design and Access Statement dated 05 September 2017
by Buckley Gray Yeoman; Heritage Statement dated
September 2017 by JLL; Archaeological Desk Based
Assessment by CgMs Heritage dated August 2017 (CgMs

Ref: RM/23635); Environmental Noise Survey and Plant Noise Assessment Report dated 12 September 2017 (Ref: 24456/PNA1-Rev2); Planning Statement by Savills dated September 2017

- 2.4 "the Highways Contribution" the sum of £ 9,071 (nine thousand and seventy one 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-
- (a) repair of any damage to the footway and the vehicular crossover directly adjacent to the frontage of the Property; and
 - (b) any other works the Council acting reasonably considers necessary as a direct result of the Development
- all works will be subject to final measure 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
- 2.5 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.6 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.7 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" mean the Council and the Owner
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 22 September 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/5260/P subject to conclusion of this Agreement
- 2.10 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 44-46 Eagle Street, London WC1R 4FS the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against

any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 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 Where any approval, agreement, consent, confirmation or expression of satisfaction is required the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 HIGHWAYS CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.1.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.1.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.1.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.1.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.1.6 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably expended by the Council in carrying out the Highway Works.
- 4.1.7 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.
- 4.1.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway 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 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 2017/5260/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/5260/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer

that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/5260/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the 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.
- 5.11 If the Council has not spent or committed any money, which it has received by way of a Contribution under this Agreement, then the Council shall repay that money to the person from whom it was received within twenty-eight (28) days of a written request for the same.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/5260/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner 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**

7.2 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.

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 their Deed the day and year first before written

~~EXECUTED AS A DEED BY~~ _____)
AFT PROPERTIES LTD)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 44-46 EAGLE STREET,
LONDON WC1R 4FS

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



..... *R Alexander*
Authorised Signatory

Executed as a Deed
by AFT Properties Limited
acting by ROBERT SMITH
a director, in the presence
of:

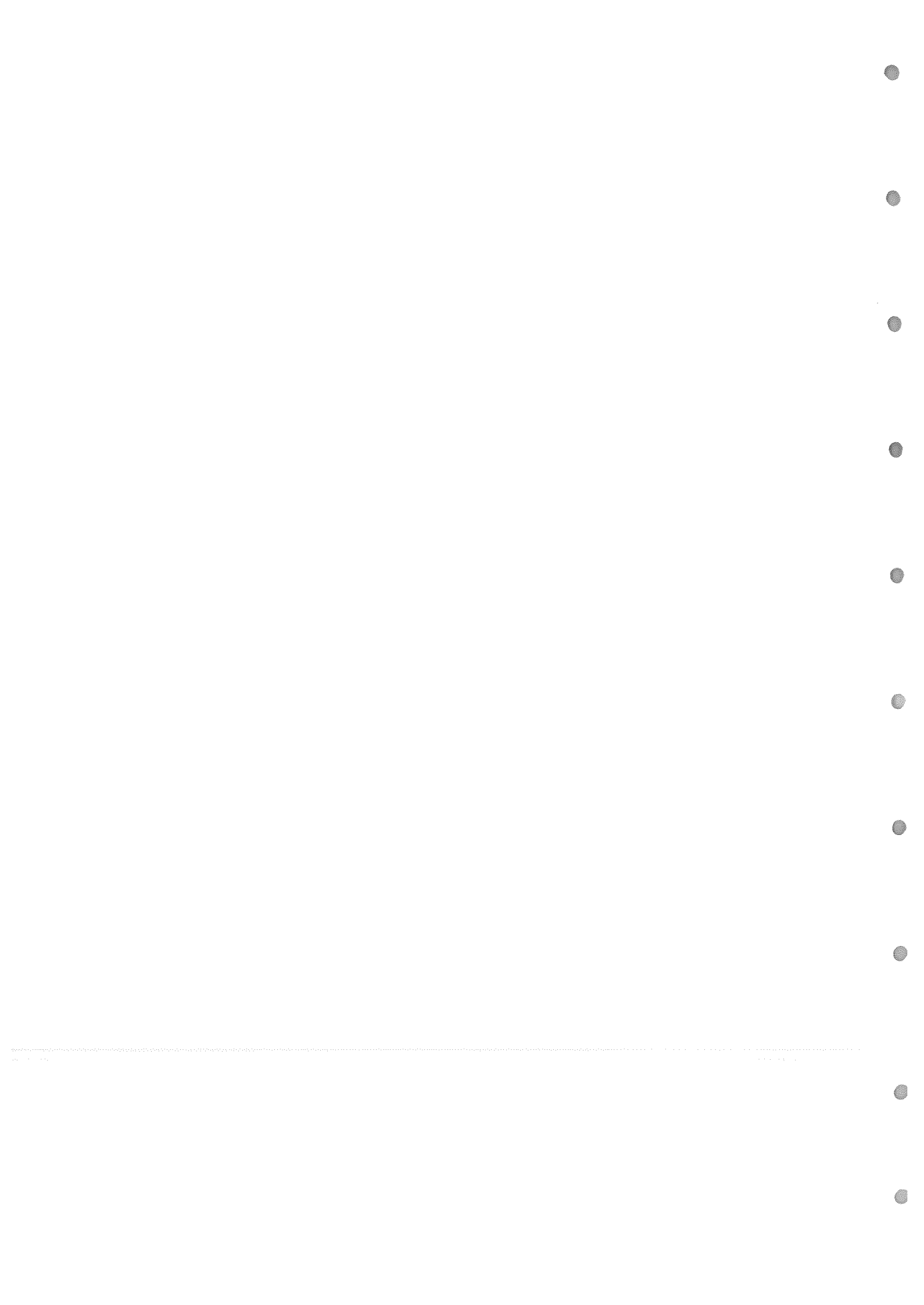
..... *Robert Smith*
Director

..... *Rob Boulton*

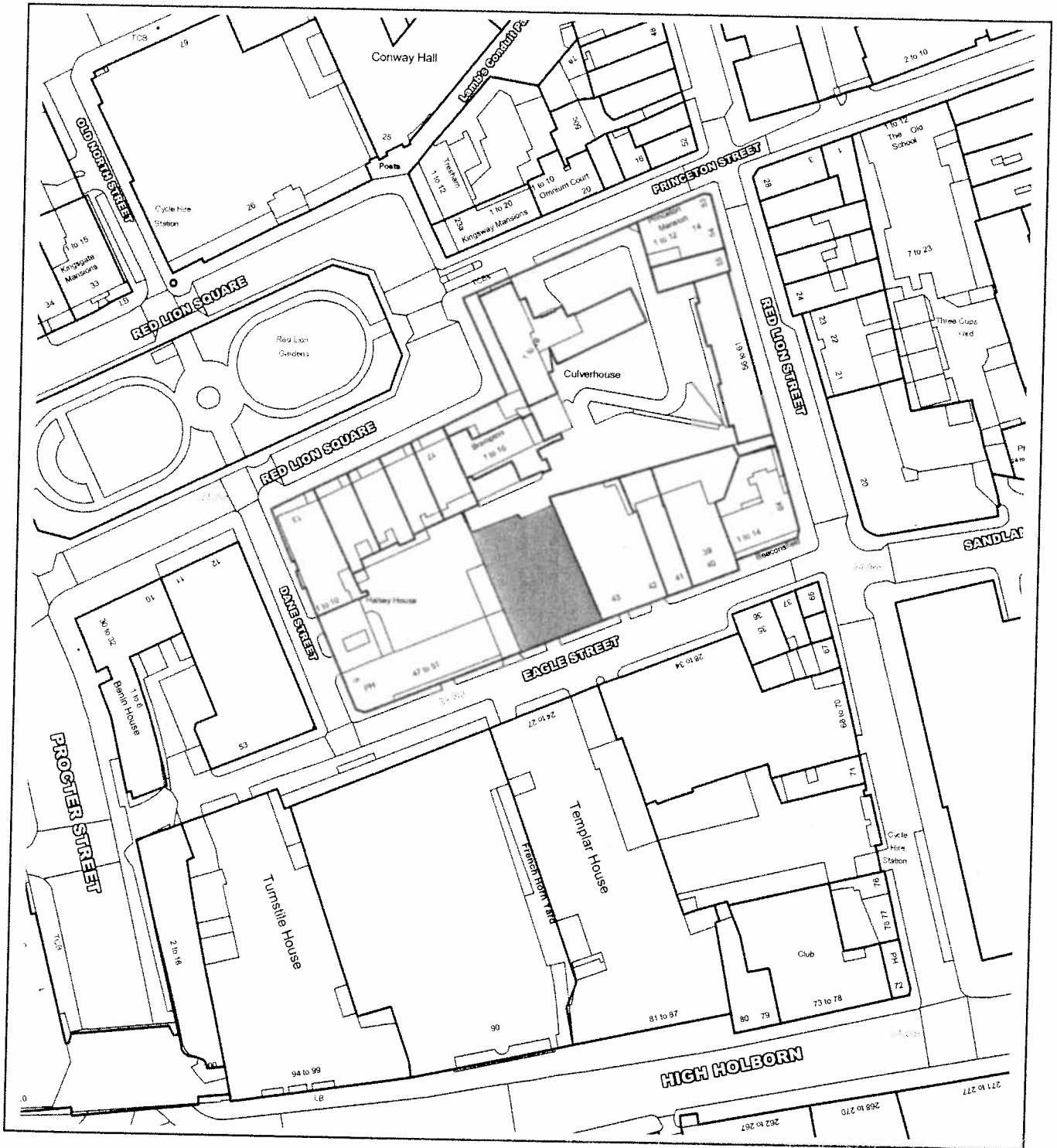
Name of witness: ROB BOULTON

Address of witness: 37 Henry Tate Mews, London, SW16 3HTA.

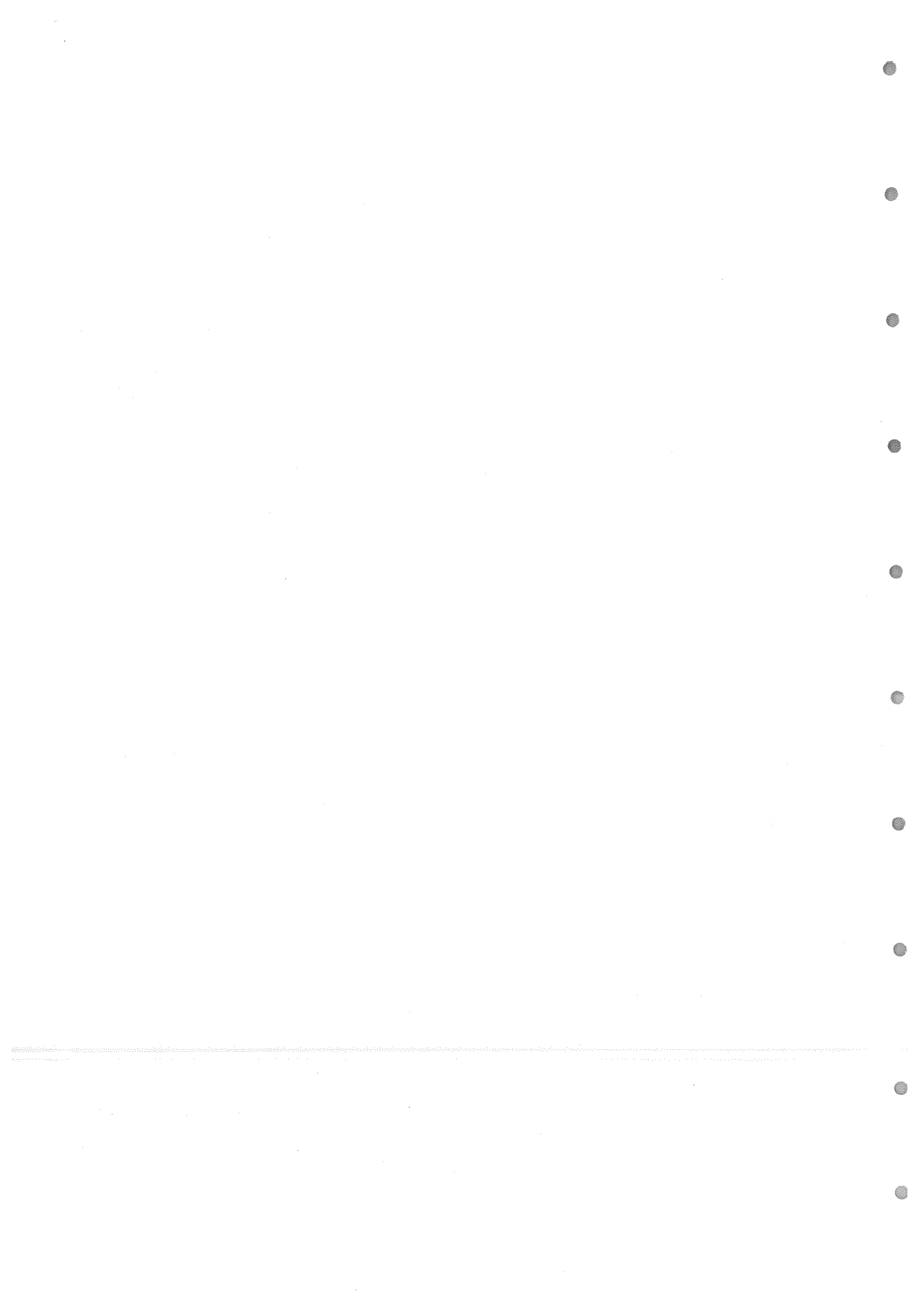
Occupation of witness: Accountant (CIMA)



NORTHGATE SE GIS Print Template



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Savills (UK) Limited
Finsbury Circus House
15 Finsbury Circus
London
EC2M 7EB

Application Ref: 2017/5260/P

06 December 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:

**44-46 Eagle Street
London
WC1R 4FS**

Proposal:

DECISION
Alterations to windows, gate and office entrance to front elevation; replacement of rooftop plant and installation of associated screening; installation of 1x rooflight at roof level and 1x rooflight at second floor level; formation of terrace at roof level and second floor level; erection of single storey 'garden' room and associated works to office building (Use B1a)Drawing Nos: 1015_S_001_PL (OS Extract); 1015_S_002_PL; 1015_EX_LG_PL;
1015_EX_00_PL; 1015_EX_MZ_PL; 1015_EX_01_PL; 1015_EX_02_PL;
1015_EX_03_PL; 1015_EX_RF_PL; 1015_EE_S_PL; 1015_EE_N_PL;
1015_ES_BB_PL; 1015_GA_LG_PL; 1015_GA_00_PL; 1015_GA_01_PL;
1015_GA_02_PL; 1015_GA_03_PL; 1015_GA_RF_PL; 1015_GE_S_PL_P2;
1015_GE_N_PL; 1015_GS_BB_PL; 1015_GS_BB2_PL; 1015_ED_120_P1;
1015_ED_121_P1; 1015_ED_130_P1Design and Access Statement dated 05 September 2017 by Buckley Gray Yeoman;
Heritage Statement dated September 2017 by JLL; Archaeological Desk Based
Assessment by CgMs Heritage dated August 2017 (CgMs Ref: RM/23635); Environmental
Noise Survey and Plant Noise Assessment Report dated 12 September 2017 (Ref:
24456/PNA1-Rev2); Planning Statement by Savills dated September 2017.

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 D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

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

1015_S_001_PL (OS Extract); 1015_S_002_PL; 1015_EX_LG_PL; 1015_EX_00_PL;
1015_EX_MZ_PL; 1015_EX_01_PL; 1015_EX_02_PL; 1015_EX_03_PL;
1015_EX_RF_PL; 1015_EE_S_PL; 1015_EE_N_PL; 1015_ES_BB_PL;
1015_GA_LG_PL; 1015_GA_00_PL; 1015_GA_01_PL; 1015_GA_02_PL;
1015_GA_03_PL; 1015_GA_RF_PL; 1015_GE_S_PL_P2; 1015_GE_N_PL;
1015_GS_BB_PL; 1015_GS_BB2_PL; 1015_ED_120_P1; 1015_ED_121_P1;
1015_ED_130_P1

Design and Access Statement dated 05 September 2017 by Buckley Gray Yeoman;
Heritage Statement dated September 2017 by JLL; Archaeological Desk Based
Assessment by CgMs Heritage dated August 2017 (CgMs Ref: RM/23635);
Environmental Noise Survey and Plant Noise Assessment Report dated 12 September
2017 (Ref: 24456/PNA1-Rev2); Planning Statement by Savills dated September 2017.

Reason:

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

4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of the proposed new metal gate;

b) Manufacturer's specification details of the proposed paving slabs to the rear courtyard and passageway (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

c) Manufacturer's specification details of the grey and white glazed brick slip (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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 D1 and D2 of the London Borough of Camden Local Plan 2017.

5 Before the relevant part of the work is begun, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include

- i. a detailed scheme of maintenance
- ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
- iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, CC4(major apps only), D1, D2(if CA or LB) and A3 of the London Borough of Camden Local Plan 2017.

6 The external noise level emitted from plant, machinery or equipment at the development hereby approved shall be lower than the lowest existing background noise level by at least 10dBA, by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment in accordance with policy A4 of the London Borough of Camden Local Plan 2017.

- 7 Prior to the commencement of the use of the plant equipment, automatic time clocks shall be fitted to the equipment/machinery hereby approved, to ensure that the plant/equipment does not operate between 23:00hrs and 07:00hrs. The timer equipment shall thereafter be permanently retained and maintained and retained in accordance with the manufacturer's recommendations.

Reason: To safeguard the amenities of the adjoining premises [in accordance with the requirements of policies G1, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 8 Before the use commences, the extract ventilating system and air-conditioning plant shall be provided with acoustic louvre screening in accordance with the scheme 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 in accordance with the requirements of policy G1, A1, A4, CC1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission:

The proposed alterations to the front elevation of the application building are considered appropriate for the age and style of the building. The replacement of the windows and the enlargement of the outer bay windows are considered sympathetic to the character and appearance of the building, resembling the appearance of the building prior to alterations and modifications to the front elevation during the 1970s and 1980s. This has been supported by submitted historical evidence of the building and Bloomsbury Conservation Area.

The proposal seeks to reconfigure the street elevation at ground floor. The main entrance to the offices would be relocated from the internal courtyard route to the street with a canopy added above. All window openings at street level would be enlarged by dropping the cills. A new metal gate would enclose the courtyard route. Grey and white brick slip panelling would be applied to the front elevation at ground floor level. Further details of the slip panelling and the metal gate would be secured by condition to ensure high quality detailing that preserves the character and appearance of the conservation area.

Within the courtyard, the development consists of the erection of a 'garden' office room, which is considered to be subordinate to the host site and building. The rear courtyard is at a lower ground level than the neighbouring sites and its visual impact would be low when viewed from these sites. It will be constructed of timber cladding and glazing with green roofing and 1x central rooflight. The contemporary choice of materials in this instance is considered to be acceptable in this instance due to its location at the rear of the site where it would not be visible from the public realm.

Also within the courtyard and the internal route, the existing hardstanding would be repaved with the introduction of soft landscaping within the courtyard. This is considered to be acceptable in principle although further details of the proposed paving will be secured by condition to ensure high quality detailing.

To the rear the pitched roof of the two storey extension would be replaced by a flat roof with a roof terrace which will be inset from the rear; 1x rooflight and the erection of an enclosure for mechanical plant at second floor level. The terrace will consist of timber planting and metal black painted balustrading. Also at the rear of the building and extension, the existing windows would be replaced and enlarged with the installation of a door at second floor level (to provide access to the terrace). These alterations are considered to be acceptable and an improvement to the application site whilst not affecting the street scene by virtue of its rear location.

At fifth floor (roof) level, another terrace would be formed with the installation of 1x rooflight; the erection of an enclosure for mechanical plant and an enclosure for the stair core. The fifth floor terrace would consist of timber planting and black metal painted balustrading. The stair core enclosure would be constructed of grey brick and the plant enclosure of acoustic metal louvres. The developments at roof level would not be viewed from the street and are therefore considered to be appropriate.

Overall, the development is considered to preserve and enhance the host building and the surrounding Bloomsbury Conservation Area.

2 [Continued]

The application is accompanied by an acoustic report that demonstrates the proposed plant will comply with Camden's noise standards and that will only operate within daytime hours of between 07:00hrs and 23:00hrs. As a safeguard, a condition will be attached to restrict the time of the operation of the proposed plant to daytime hours (07:00hrs-23:00hrs) as specified in the submitted acoustic report.

Other conditions will be attached upon approval in respect to the proposed plant to ensure there is no adverse impact to adjoining residential occupiers. This is a condition so that the external noise level emitted from the proposed machinery shall be lower than the lowest existing background noise level by 10dBA (by 15dBA where the source is tonal); and a condition to ensure the acoustic mitigation measures as also specified in the report are installed prior to first use of the proposed mechanical plant.

Camden Local Plan policy A1 states that the Council 'will require mitigation measures where necessary'. This includes repairs or improvements to the highway where it is considered at the development would cause damage to the public highway as a result of its construction. A contribution towards the public footway immediately adjacent to the site will be secured by a S106 legal agreement as it is considered this would be likely to be damaged as a direct result of the proposed works. This financial contribution will be a bond that can be returned should no damage to the public highway by the site occur as a result of the construction of the scheme. A Construction Management Plan (CMP) is not required necessary for this proposal as minimal material will be transported to and from the site.

It is considered that the alterations to the front elevation, rear elevation and ground works would not impact upon the amenity of adjoining residential occupiers by reason of its minimal scale. The erection of the rear office room is considered to not impact upon neighbouring amenity as it will be located a lower ground level than the neighbouring sites and the residential uses are located upon the upper floors. The formation of the terraces at second and fifth floor level is also further considered to not cause adverse amenity impacts to neighbouring occupiers, especially in regards to overlooking and noise by virtue of the distance between the terrace and the residential buildings behind, and the positioning of the terraces, which is away from immediate residential uses along Eagle Street. The second floor and fifth floor terraces are located 19.5m and 27.8m respectively from the residential buildings to the rear and 15.0m away from the dwellings at 47-51 Eagle Street (Buckley).

Internally, the proposal will result in the loss 13sqm of office space. While policy E2 resists the loss of business premises, the loss of the unusable mezzanine level not undermine the ability of the building as continued office use.

As such, the proposed development is in general accordance with policies E2, A1, A3, A4, D1, D2, CC1, CC2, CC3, T1, T2 and DM1 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2012.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.

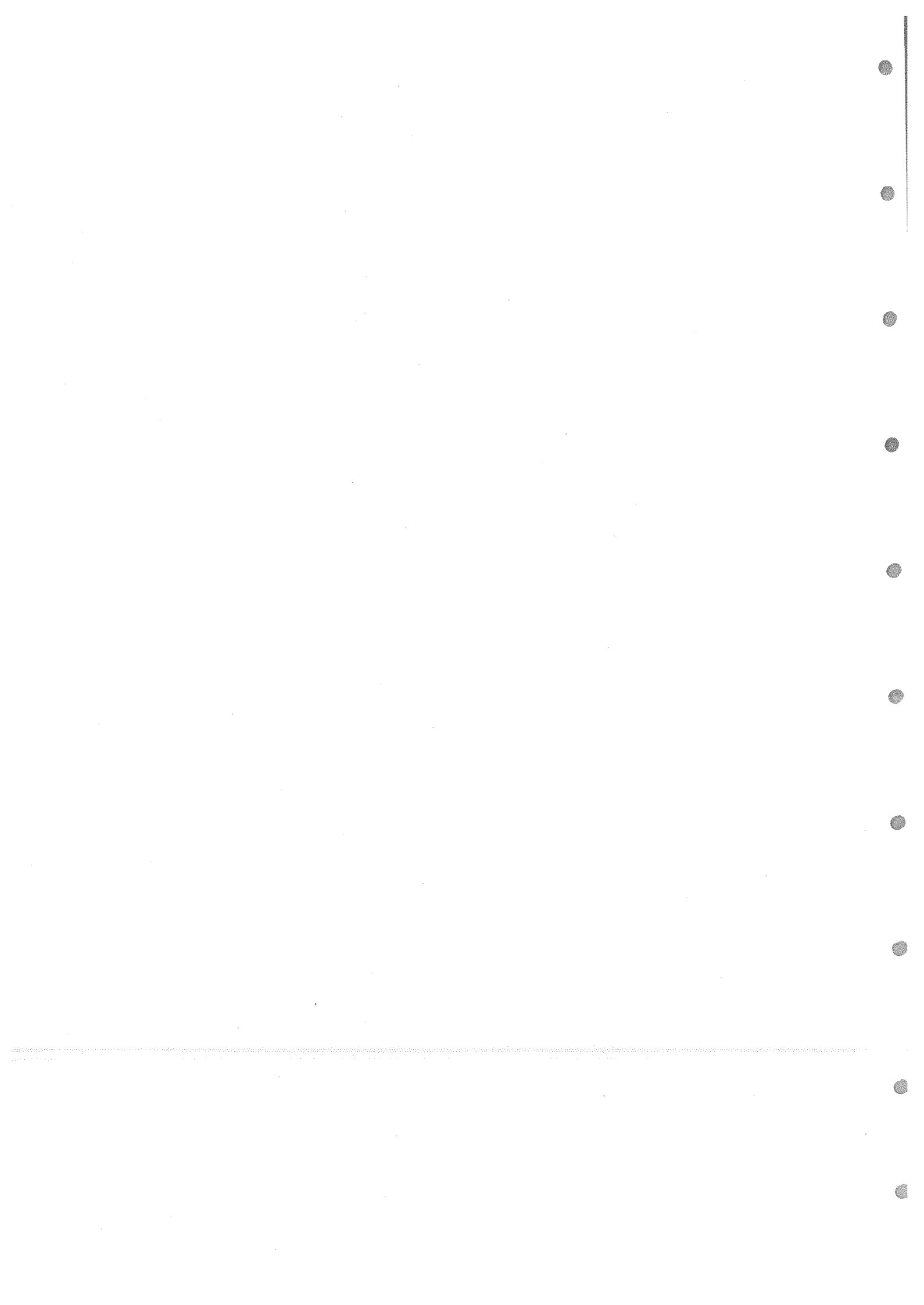
- 6 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain a licence for skips or scaffolding on the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk
- 7 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

DECISION

Supporting Communities Directorate





DATED

11 December

2017

(1) AFT PROPERTIES LTD

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

44-46 EAGLE STREET, LONDON WC1R 4FS

pursuant to

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

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

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

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