

DATED 19th DECEMBER 2017

(1) THOMAS EUGENE MAHON and HADASSA MERLE MAHON

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
28 BURGHLEY ROAD KENTISH TOWN LONDON NW5 1UE
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

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

Tel: 020 7974 6253

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CLS/COM/NS/1800.476

FINAL

THIS AGREEMENT is made the 19th day of DECEMBER 2017

BETWEEN:

A. **THOMAS EUGENE MAHON and HADASSA MERLE MAHON** of 28 Burghley Road, Kentish Town, London, NW1 1UE (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**

1.1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL548672.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.2.1 A Planning Application for the development of the Property was submitted to the Council and validated on 3rd July 2017 and the Council resolved to grant permission conditionally under reference number 2017/3759/P subject to the conclusion of this legal Agreement.

1.3 The Council is the local planning authority for the purposes of the Act and 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 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"	subdivision to form 2 flats (1x1 bed, 1x3 bed) including single storey lower ground floor rear extension, with first floor roof terrace and external staircase, and various external alterations:- Location & Site Plans (unnumbered), 010/02, 010/03, 010/04, 010/05, 010/06Rev.A & 010/07Rev.A
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"	Upper floor flat the same as edged in red on the drawing numbered 010/06 attached hereto
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 3 rd July 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3759/P subject to conclusion of this Agreement
2.9	"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

2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as 28 Burghley road, Kentish town, London, NW5 1UE the same as shown shaded grey on the plan annexed hereto
2.12	"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
2.13	"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, 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, 7, and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Nominated Unit (being part of the Development) shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (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 Not to Occupy or use (or permit the Occupation or use of) the Nominated Unit (being part of the Development) at any time during which the occupier of the residential unit 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).

4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

4.4 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 4.1 and 4.2 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 Development has taken or is about to take place.

5.1.1 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 2017/3759/P the date upon which the Development will be ready for Occupation.

5.2 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.

5.3 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 jointly and severally 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 reference number and in the case of any notice or approval or agreement from the Council this shall be 2017/3759/P 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. **JOINT AND SEVERAL LIABILITY**

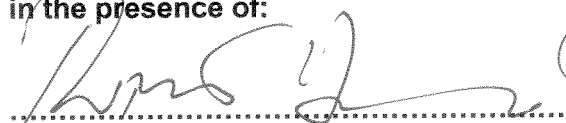
7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
THOMAS EUGENE MAHON
in the presence of:



Witness Signature

Witness Name: Rupert Darwall

Address: 30 Burgliley Road, NW5 1UE

Occupation: Author

THIS IS A CONTINUATION OF THE S106 AGREEMENT IN RELATION TO THE LAND KNOWN AS 28 BURGHLEY ROAD

EXECUTED AS A DEED BY
HADASSA MERLE MAHON
in the presence of:

)
) Merle Mahon
)

[Handwritten Signature]
.....

Witness Signature

Witness Name: *Rupert Darwall*

Address: *30 Burghley Road, NW5 1UE*

Occupation: *Author*

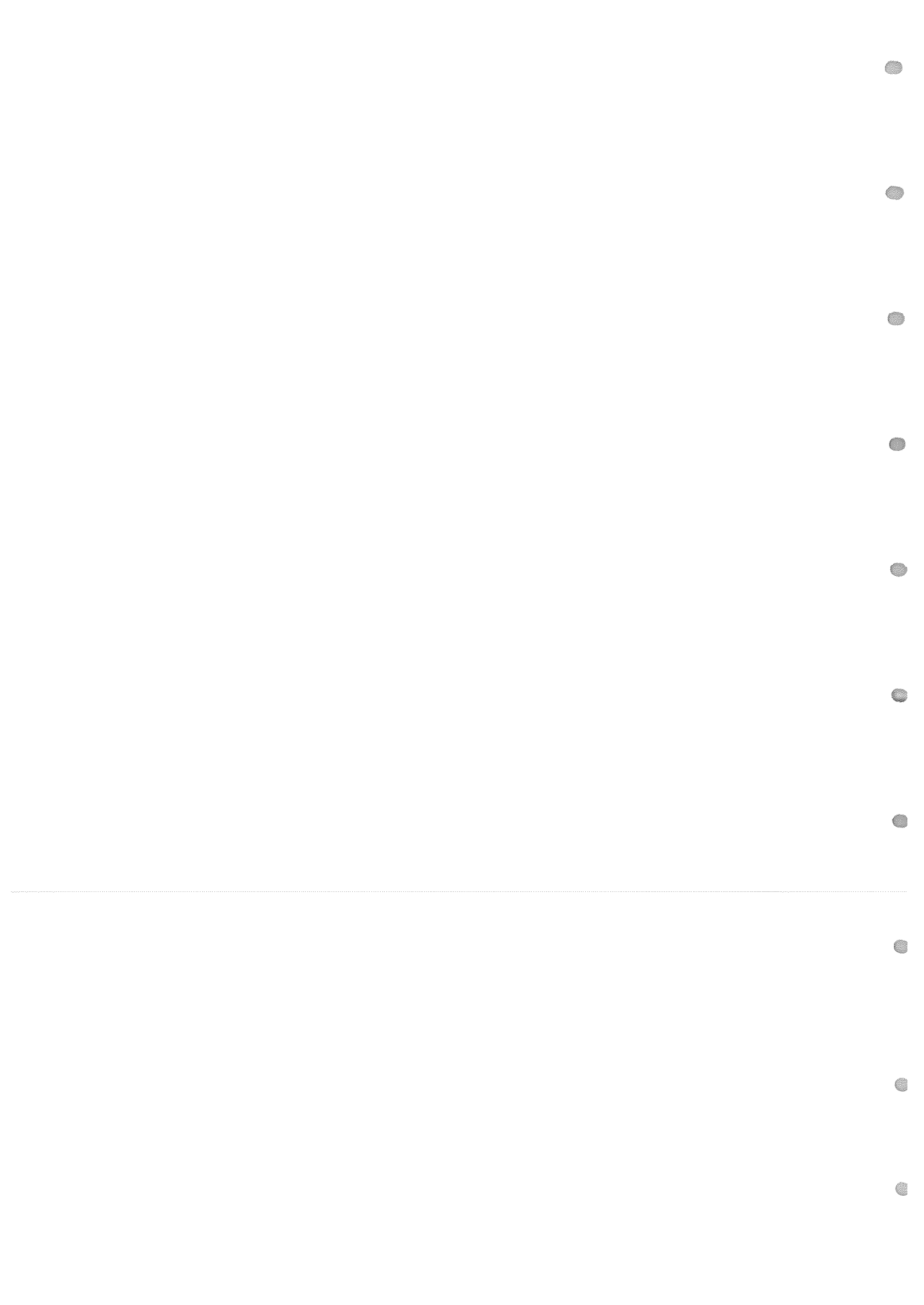
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

)
)
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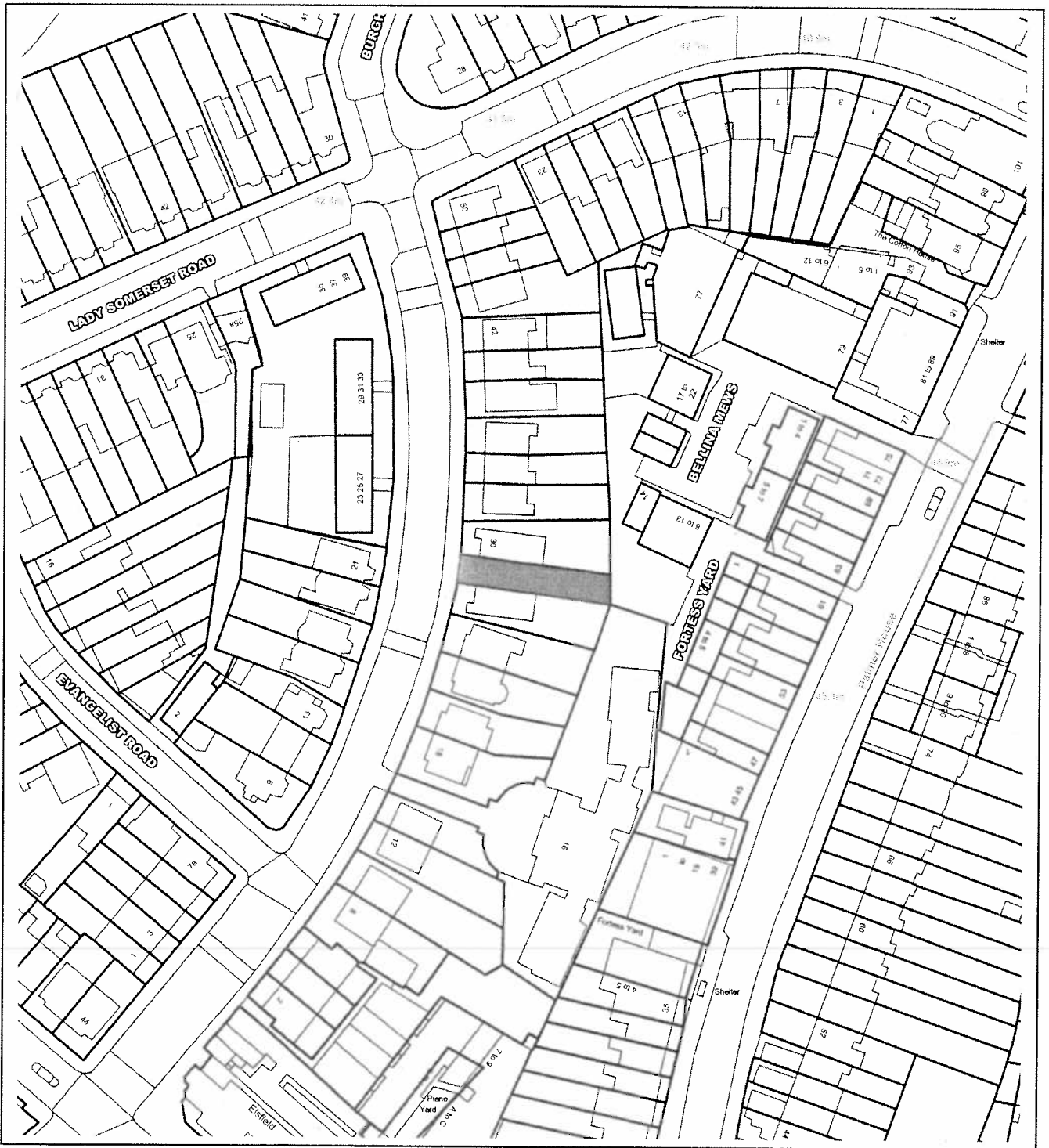
[Handwritten Signature]
.....

Authorised Signatory

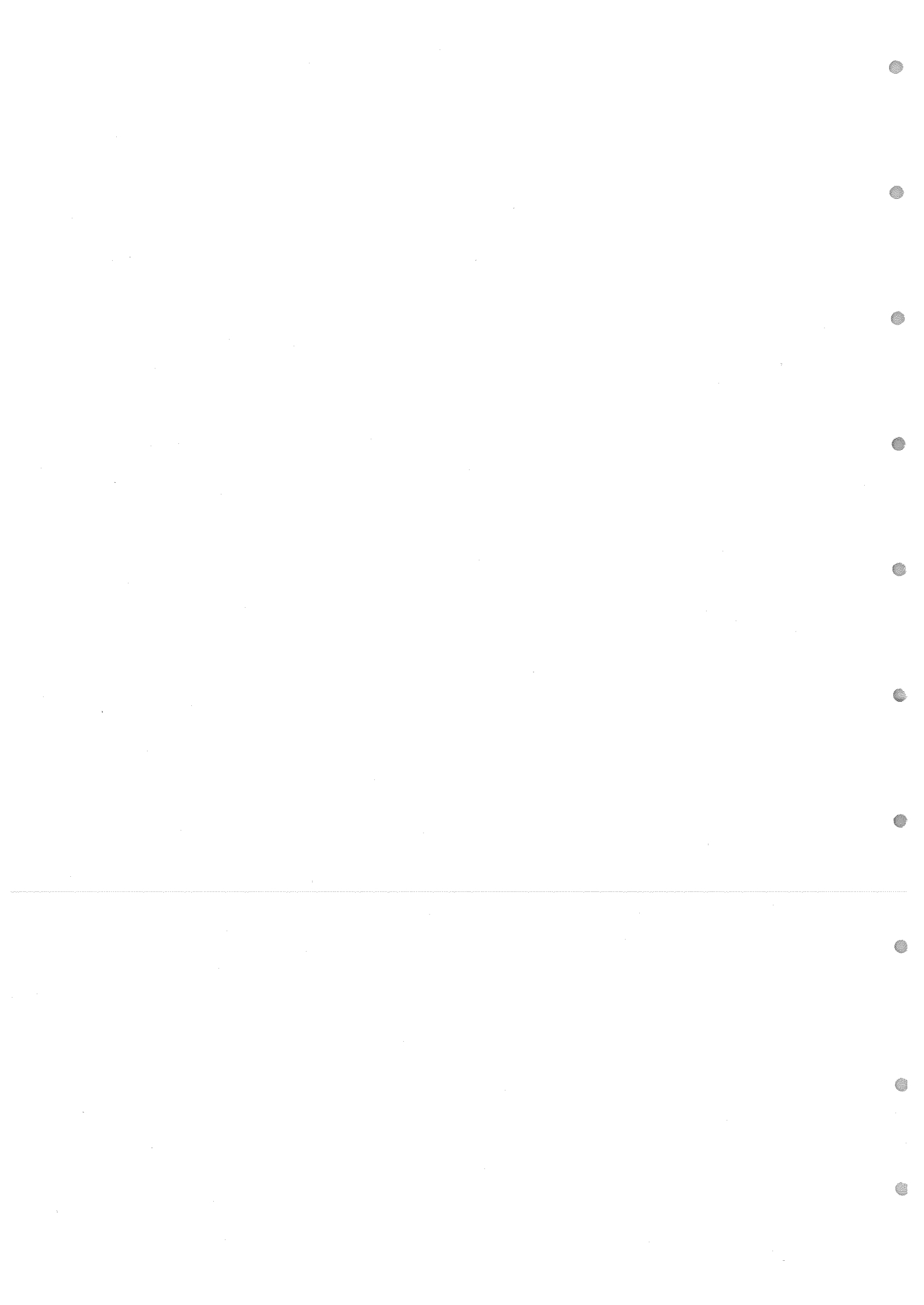


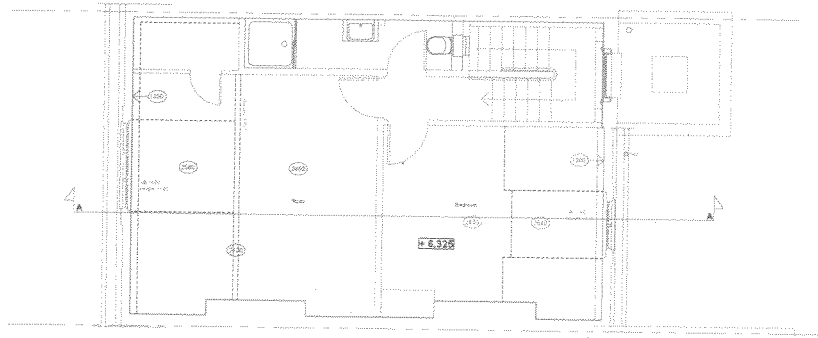


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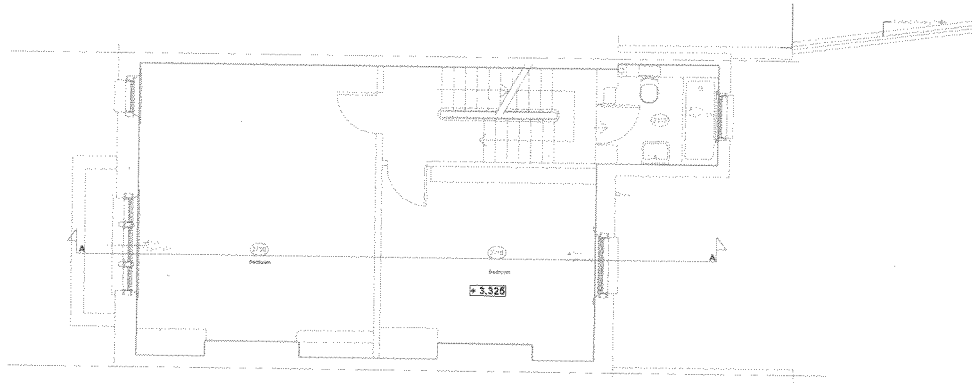
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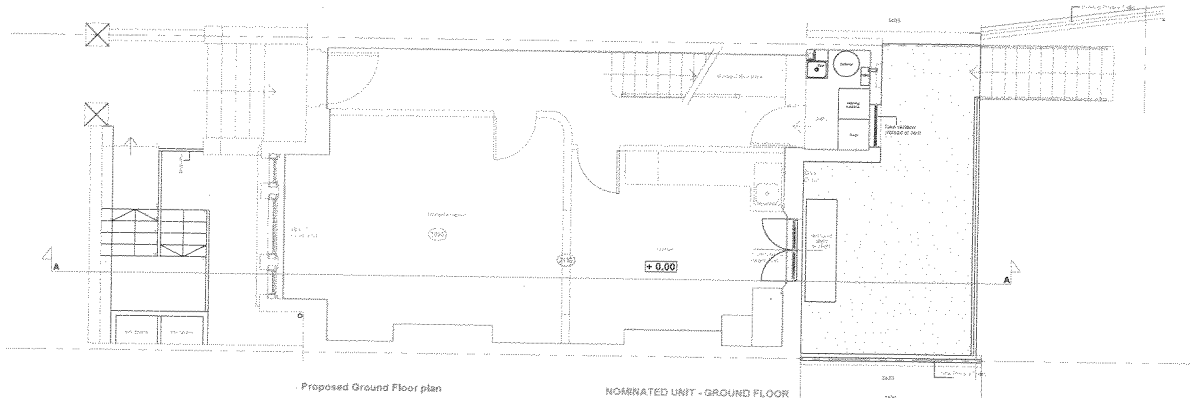
Proposed Attic Floor plan

NOMINATED UNIT - ATTIC



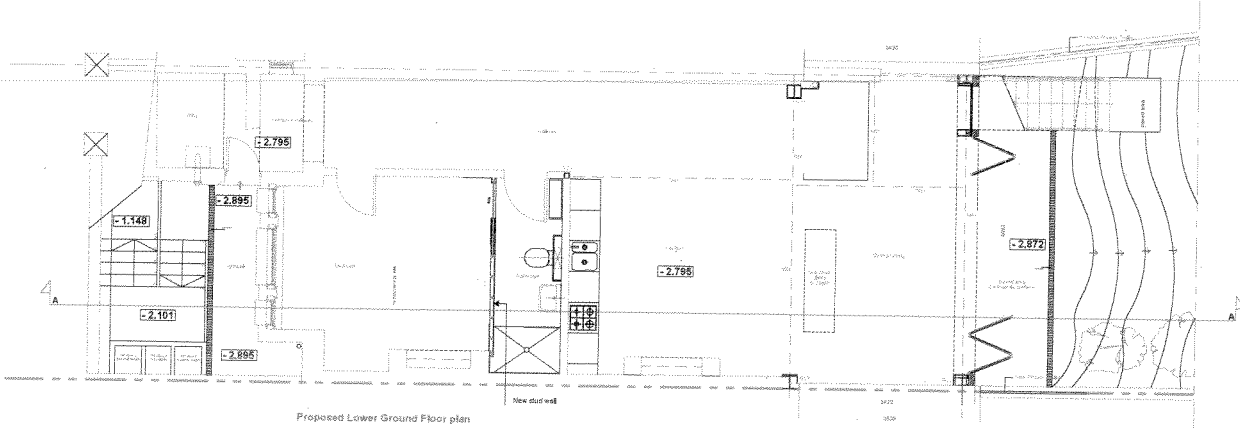
Proposed First Floor plan

NOMINATED UNIT - FIRST FLOOR



Proposed Ground Floor plan

NOMINATED UNIT - GROUND FLOOR

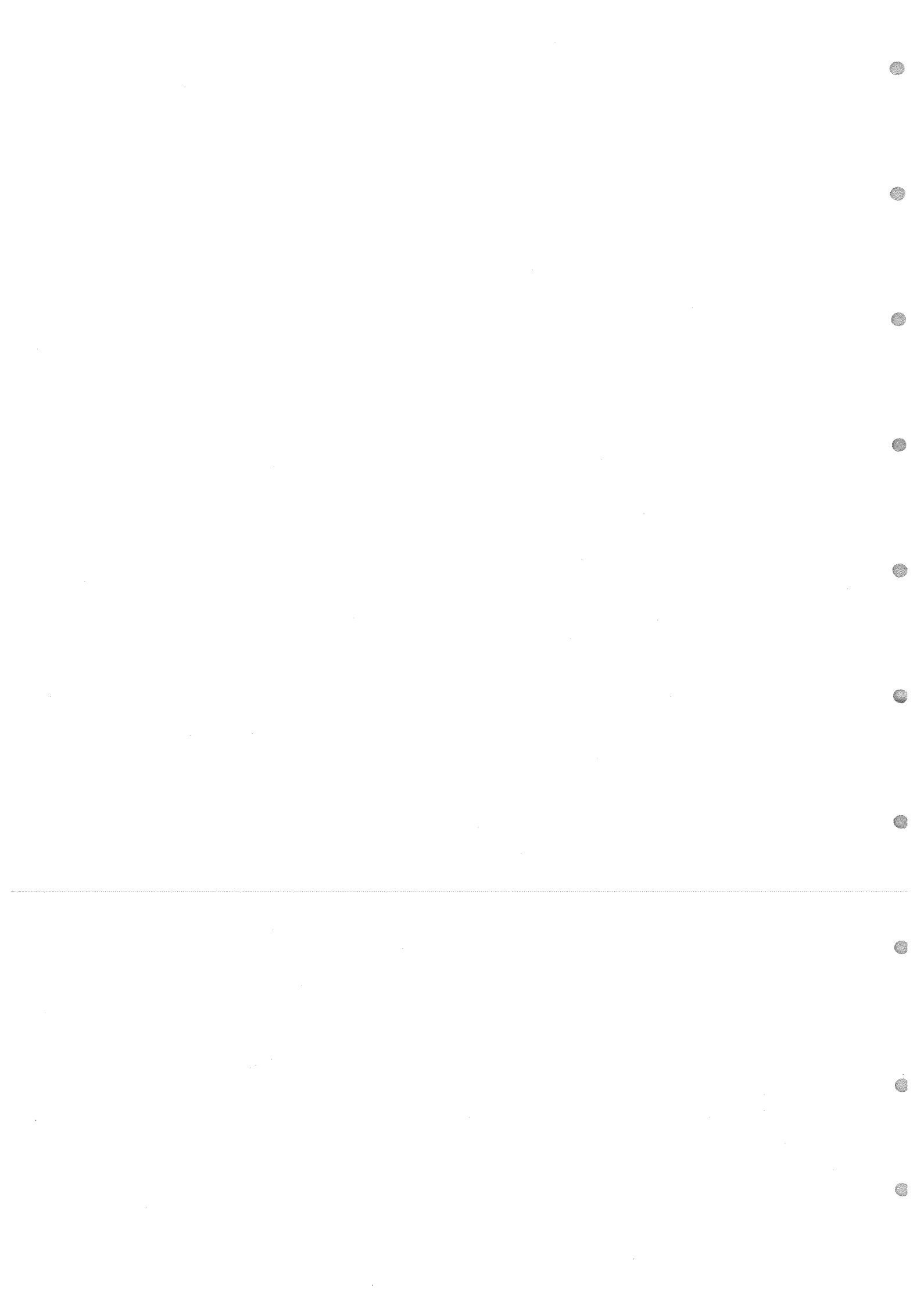


Proposed Lower Ground Floor plan



Flow walls areas

GEORGIA PERRY ARCHITECTS 14 BUCKLE STREET LONDON NW1 3JN TEL: 020 7353 8888 www.georgiaperry.com	scale: 1:50 @A1		PROJECT ADDRESS: 28 Burghley Road, London NW5 1UE	DWG NO: 010/06
	date: 20.06.17		PROPOSED PLANS client: Marie and Gene Mahon Project No.: 010 Revision: Acibe store added, skylight material added	REV A



Georgia Cristea
Ground Floor Flat
17 Ripon Road
London
N17 6PP

Application Ref: **2017/3759/P**

04 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:
28 Burghley Road
London
NW5 1UE

Proposal:
Subdivision to form 2 flats (1x1 bed, 1x3 bed) and erection of single storey lower ground floor rear extension, with first floor roof terrace and external staircase, and various external alterations

Drawing Nos: Location & Site Plans (unnumbered), 010/02, 010/03, 010/04, 010/05, 010/06Rev.A & 010/07Rev.A

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 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: Location & Site Plans (unnumbered), 010/02, 010/03, 010/04, 010/05, 010/06Rev.A & 010/07Rev.A.

Reason:

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

- 4 The approved cycle storage shall be provided in its entirety prior to the first occupation of the new unit, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 5 The use of the roof as a terrace shall not commence until the screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 6 The rooflight hereby approved shall be obscure glazed in perpetuity.

Reason: In order to prevent unreasonable overlooking from neighbouring premises and light spill in accordance with policy A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

Proposed is the subdivision of the three storey property (with existing loft conversion) to form a 1 bedroom flat at lower ground level, and a three bedroom property to the two floors and loft above. A lower ground floor rear extension is proposed, with roof terrace above and an external staircase leading to the rear garden. Landscaping works are also proposed to the front curtilage to allow a safer access to the proposed lower ground floor unit.

The proposed properties would be in accordance with the Technical Housing Standards - Nationally Described Space Standard (2015) document, which specifies a minimum GIA (Gross Internal Area) of 50sq. m for a single storey 1 bed (2 bedspace) unit, and 108sq. m for a 3 storey 3 bed (6 bedspace) unit. The proposed units would have GIAs of 78.6sq. m and 165.8sq. m respectively. The proposed bedrooms would also all exceed the minimum space standard of 11.5sq. m for double occupancy bedrooms, and more than 75% of the GIA of the units would have a minimum internal height of 2.3m. Each of the units would provide an acceptable quality of accommodation in terms of access to daylight and sunlight, with each unit being dual aspect, and amenity space is provided for both units via the shared garden. The proposal therefore represents a good quality of accommodation.

The proposed rear extension would stretch the full width of the property, however given its lower ground floor nature it is considered to be acceptable in this instance and would not serve to cause harm to the character and appearance of the property. It is also acknowledged that full width lower ground floor extensions exist within the immediate area. The addition would not be publically visible, and would be of an acceptable siting, scale, design and material finish, being commensurate with the property and clearly subordinate to it. It is additionally noted that the property is not within a conservation area, and there are no nearby Listed Buildings which would be affected as a result of the works.

The alteration to the front garden to make safer access to the lower ground floor unit are considered to be acceptable. The works would not require significant excavation given the existence of a large store currently cut into the landscaping. The alteration would not harm views of the property from the street (despite being visible) and would serve to allow additional light into the lower ground floor unit, as well as provide a safer access for future residents. This is therefore deemed to be acceptable.

Whilst roof terraces and external staircases of this kind are not typically desirable, it was noted whilst on site that they exist within the immediate vicinity at the neighbouring property no.30, with an upper ground floor rear conservatory at no.26. There is a trellis screen at the appropriate position in existence on the boundary to no.30 to obscure any overlooking from the neighbouring staircase, this is considered acceptable to prevent any overlooking from the proposed external staircase. A privacy screen is proposed on the boundary to no.26, which is considered acceptable in this instance. Whilst a rooflight is proposed from the lower ground floor addition to the terrace above, a condition shall be included to ensure this is obscure glazed to prevent light overspill to the property above, and overlooking into the lower ground floor unit. Whilst the proposal would result in an intensification of the site, given the residential use, the proposal is unlikely to result in undue noise or disturbance to neighbours. Overall, given the siting, scale and design of the proposal, coupled with the context of surrounding development, the development is considered to be acceptable in design terms, and would not result in undue harm to neighbouring amenity.

- 2 Internal cycle storage has been provided for the main house which the Transport Team have deemed as acceptable in this instance. As the current occupants intend to stay at the property during and post construction, only one of the units shall be a car free development with restricted parking permits for future occupants; this shall be secured via S106 agreement.

The waste storage arrangements are considered to be acceptable, being similar to the existing arrangement, with adequate storage space to the front of the property.

No comments were received following public consultation on the scheme. The planning history of the site and surrounding area has been considered when determining this application.

As the proposal forms an additional residential unit, it is liable for the Mayoral (£50 sq. m) and Camden Borough (Zone C) (£500 sq. m) CIL charge (though the final amount is index linked).

As such, the proposed development is in general accordance with policies H1, C5, A1, D1, and T2 of the London Borough of Camden Local Plan 2017, the Kentish Town Neighbourhood Plan (2016), the London Plan (2016), Technical Housing Standards - Nationally Described Space Standard (2015), 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 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 6 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.
- 7 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.
- 8 You are advised that this proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Generally all schemes involving an additional unit of residential accommodation will be liable for CIL payments. Where this is the case, the Mayor's CIL Charging Schedule is charged at a rate of £50 per sqm and the Camden CIL Charging Schedule at a rate of £500 per sqm.

The amount liable would be calculated based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

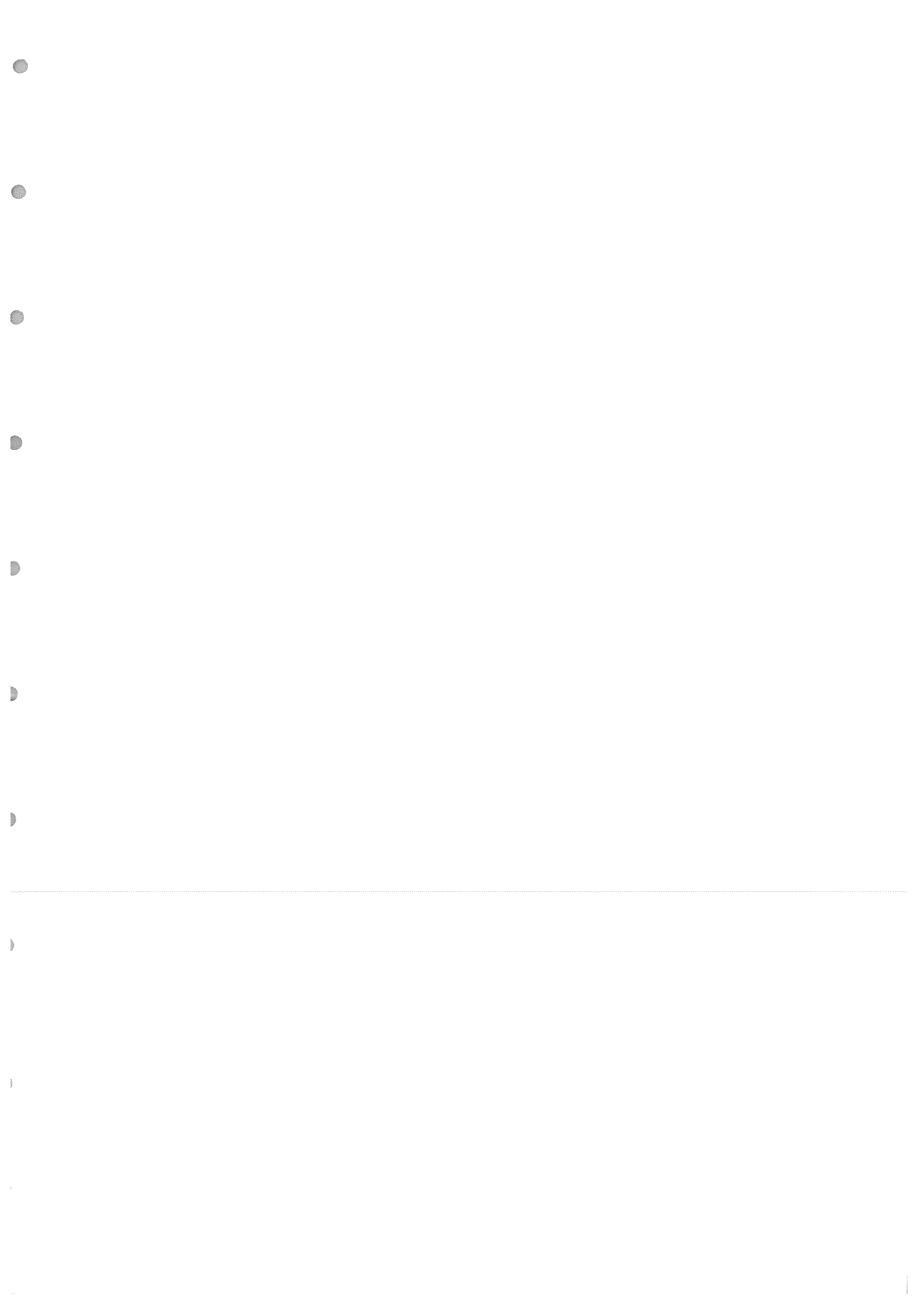
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION



DATED 10th DECEMBER 2017

(1) THOMAS EUGENE MAHON and HADASSA MERLE MAHON

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

28 BURGHLEY ROAD KENTISH TOWN LONDON NW5 1UE
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**

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