

DATED

5 September

2018

(1) GEEMORE LIMITED

and

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

A G R E E M E N T

relating to land known as

162 CLERKENWELL ROAD LONDON EC1R 5DU

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

Tel: 020 7974 5826

CLS/COM/LN 1800.817
S106 FINAL

THIS AGREEMENT is made the 5th day of September 2018

B E T W E E N:

A. **GEEMORE LIMITED** (Co. Reg. No. 11186454) whose registered office is at 6th Floor Cardinal House, 20 St Mary's Parsonage, Manchester M3 2LG (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 NGL364120.

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 1 June 2018 and the Council resolved to grant permission conditionally under reference number 2018/2468/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

| | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | Conversion of four bed dwelling into three studio flats including erection of single storey rear extension at first floor level and enlargement of rear dormer extension at third floor level as shown on drawing numbers:- P001 (Site Location Plan). Existing: P002, P100, P101, P102, P103, P104, P120, P130, P131. Proposed: P201/A, P202/A, P203/A, P204/A, P220/B, P230/B, P231/B, Design and Access Statement (dated 25/05/2018), Planning Statement |
| 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 | "Occupation Date" | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly |
| 2.6 | "the Parties" | mean the Council and the Owner |
| 2.7 | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 1 June 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/2468/P subject to conclusion of this Agreement |
| 2.8 | "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 |

| | | |
|------|----------------------------|--|
| 2.9 | "the Planning Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto |
| 2.10 | "the Property" | the land known as 162 Clerkenwell Road London EC1R 5DU the same as shown shaded grey on the plan annexed hereto |
| 2.11 | "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 |
| 2.12 | "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 or interpretation.

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

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

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

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

4.1.1 To ensure that prior to occupying any residential 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:

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

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 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 4.1.1 and 4.1.2 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.

5.2 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 2018/2468/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 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.

- 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.

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 2018/2468/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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owner(s) 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 has executed this instrument as their Deed the day and year first before written

THIS IS A CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
162 CLERKENWELL ROAD LONDON EC1R 5DU

EXECUTED AS A DEED BY
GEEMORE LIMITED
acting by a Director
in the presence of:

)
)
)
)

JA Rosser

.....
Witness Signature

Witness Name: ANTHONY L. LANDES

Address:

5 Highbank Delabays Road
Hale clerkenwell W1R 5DU

Occupation:

Solicitor

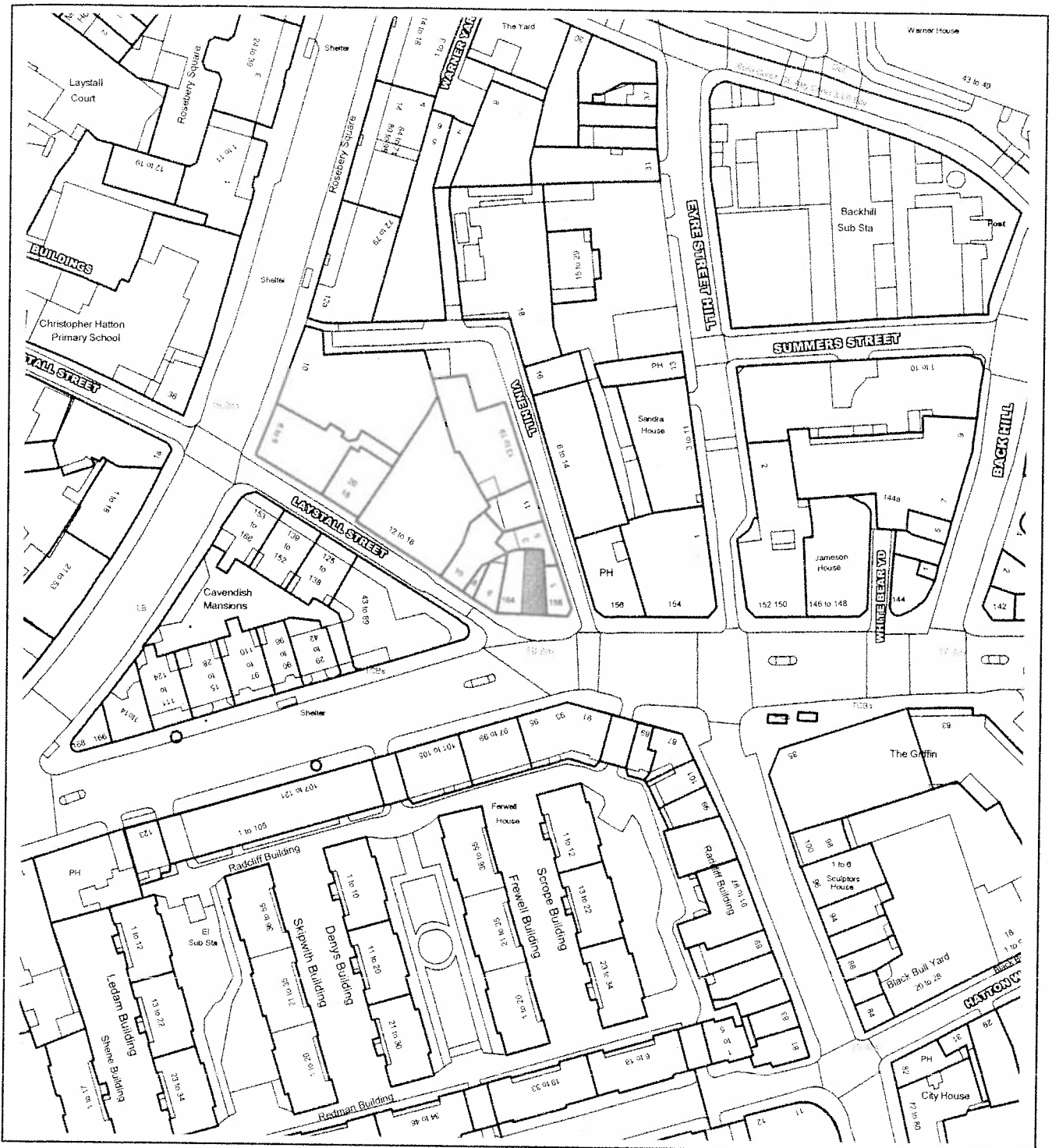
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

)
)
)
)

.....
Authorised Signatory



NORTHGATE SE GIS Print Template



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JA Prosser
JER

Savills
33 Margaret Street
LONDON
W1G 0JD

Application Ref: **2018/2468/P**

14 August 2018

Dear Sir/Madam

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:

**162 Clerkenwell Road
London
EC1R 5DU**

Proposal:

Conversion of four bed dwelling into three studio flats including erection of single storey rear extension at first floor level and enlargement of rear dormer extension at third floor level.

Drawing Nos: P001 (Site Location Plan). Existing: P002, P100, P101, P102, P103, P104, P120, P130, P131. Proposed: P201/A, P202/A, P203/A, P204/A, P220/B, P230/B, P231/B, Design and Access Statement (dated 25/05/2018), Planning Statement.

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 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: P001 (Site Location Plan). Existing: P002, P100, P101, P102, P103, P104, P120, P130, P131. Proposed: P201/A, P202/A, P203/A, P204/A, P220/B, P230/B, P231/B, Design and Access Statement (dated 25/05/2018), Planning Statement.

Reason:

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

- 4 Prior to commencement of development, 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.

- 5 Before the use commences, the total noise from fixed plant associated with the application site, when at a point 1m external to sensitive facades shall be at least 10 dB(A) less than the existing background measurement (LA90), expressed in dB(A), when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that is distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses(bangs, clicks, clatters, thumps), then the noise levels from the plant/equipment at any sensitive façade shall be at least 15 dB(A) below background noise level.

Reason: To safeguard the amenities of the residential occupiers of the hereby approved studio flats in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 6 Before the use commences, the extract ventilating system shall be provided with sound attenuation and anti-vibration measures and shown on plans 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 residential occupiers of the hereby approved studio flats in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The applicant seeks permission for the enlargement of the existing rear dormer, a rear extension at first floor level and conversion of the three-storey 4-bedroom maisonette into 3 x 1p studio flats.

The rear dormer would measure 2.1m (W) x 2.1m (H) x 2.2m (D). It would be appropriately set up from the roof eaves and down from the roof ridge of this double storey pitched roof. It would be clad in matching tiles with a timber-framed window with fanlight which would be broadly sympathetic to other fenestration detail on the host building and neighbouring properties at roof level. As such, the roof dormer would be acceptable in design terms.

The first floor extension would be 1.6m deep, 4.7m wide and single storey in height. While it would cover the full width of the rear elevation at first floor level, it would be set two stories below the eaves and in a narrow recess between buildings and as such not dominate the rear façade of the host building. The use of matching London stock brick would be sympathetic to the host building while the large aluminium framed window would maximise light into a habitable room, would be at low level on the building and would be visible only in limited private views. As such it would be acceptable in design terms and not be considered to harm the contribution of the host building to the character and appearance of the Conservation Area.

The conversion of the maisonette to three studio flats would be acceptable in principle considering the small scale of development. The resulting studio flats at first and second floor level would meet nationally described space standards for 1b1p dwellings. The second floor flat would be 2sq. m. smaller than space standards for a 1b1p dwelling, however would be acceptable in this instance considering an efficient layout which has minimal circulation space. All flats have a logical layout and effective separation of sleeping, eating living functions.

The impacts of the development on the Borough's transport network would be acceptable subject to a Section 106 Legal Agreement that the resulting three dwellings are car-free. Cycle parking is provided at ground floor level. While the proposed parking design would require cycles to be lifted into place, this is considered acceptable in this instance considering that the development is an existing building with constrained ground floor space.

No new outlooks would be created as a result of this development, and as such no harm will be occasioned to the privacy of neighbouring residential occupiers. The scale and siting of external changes will not result in any additional overshadowing.

The rear extension would increase the proximity of the rear elevation to an extraction system for the restaurant below. A condition has been included requiring the applicant to demonstrate that this does not result in harmful levels of noise pollution to the first floor studio flat. It would also reduce daylight and outlook to the rear windows, however this is mitigated by larger windows and the introduction of a green roof (also to be secured by condition).

No objections were received following statutory consultation. The planning history of the site has been taken into account when making this decision.

Considerable importance and weight has been attached to the harm and 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 Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013

As such, the proposed development is in accordance with policies D1, D2, A1, T1, T2, H6 and H7 of the London Borough of Camden Local Plan 2017 and the Hatton Garden Conservation Area Appraisal and Management Strategy. It is also in general accordance with the London Plan 2016 and the National Planning Policy Framework 2012.

- 2 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).
- 3 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.

- 4 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.
- 5 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.
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

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

DATED

5 September

2018

(1) GEEMORE LIMITED

and

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

A G R E E M E N T
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Section 111 of the Local Government Act 1972; and
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