

DATED 10 October 2018

(1) LEO JAMES OLIVER YOUNGMAN AND MAXIMILIAN MICHAEL JOHN YOUNGMAN

and

(2) JAMES ROBERT YOUNGMAN and RACHEL ELIZABETH YOUNGMAN

and

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

A G R E E M E N T

relating to land known as

133 Brecknock Road, London N19 5AE

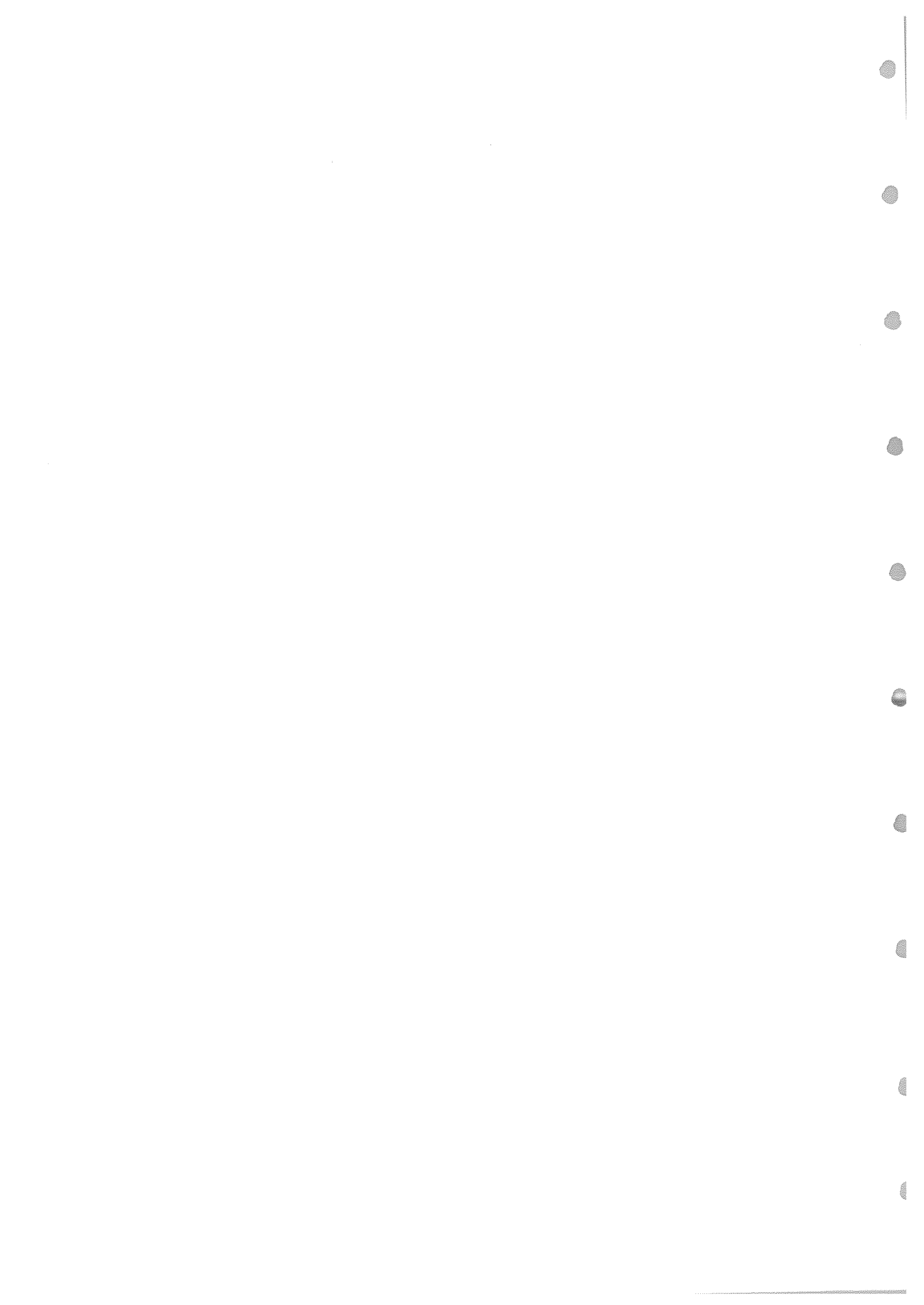
pursuant to

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 3300

CLS/COM/ESA/1800.487
s106 FINAL



THIS AGREEMENT is made the 10th day of October 2018

B E T W E E N:

- A. **LEO JAMES OLIVER YOUNGMAN** and **MAXIMILIAN MICHAEL JOHN YOUNGMAN** of 62 St Georges Avenue London N7 0HD (hereinafter called "the Owner") of the First Part
- B. **JAMES ROBERT YOUNGMAN** and **RACHEL ELIZABETH YOUNGMAN** of 62 St Georges Avenue London N7 0HD (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part
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 NGL979190 subject to a charge to the Mortgagee.
- 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 14 February 2017 and the Council resolved to grant permission conditionally under reference number 2017/0891/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.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL979190 and dated 25 April 2018 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of any existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the</p>

		<p>Existing Buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.5	"the Construction Management Plan Implementation Support Contribution"	<p>the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase</p>
2.6	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>

		and for the avoidance of doubt includes the demolition of the any existing buildings
2.7	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.8	"the Development"	erection of single storey 2no. bedroom dwelling involving excavation and landscaping with entrance off Ospringle Road as shown on drawing numbers:- Location Plan - 092_A_01_P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P2; 092_A_03_02 P2; 092_A_03_03 P2; 092_A_04_01 P2; Prop: 092_A_01_01 Site Plan P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P3; 092_A_03_02 P3; 092_A_03_03 P3; 092_A_04_01 P2; Design & access Statement, 1 to 4 March 2017 (Rev 4); Arboricultural Development Statement, CBA10696 v1B, James Youngman via vPPR Architects, 092: 133-137 Brecknock Road
2.9	"the Highways Contribution"	the sum of £5,982.85 (five thousand nine hundred and eight two pounds and eighty five pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):- <ul style="list-style-type: none"> (a) repair of footway adjacent to the Property using like-for-like materials; and (b) repair of kerb adjacent to the Property using like-for-like materials (c) any other works the Council acting reasonably requires as a direct result of the Development

		all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
2.10	"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
2.11	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.12	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.13	"the Parties"	mean the Council the Owner and the Mortgagee
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 February 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0891/P subject to conclusion of this Agreement
2.15	"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
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land known as 133 Brecknock Road London N19 5AE the same as shown shaded grey outlined red on the plan annexed hereto ✓
2.18	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.19	"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
2.20	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

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

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 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 provision in Clause 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.

4.2 **Construction Management Plan**

4.2.1 On or prior to the Implementation Date to:

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

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

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

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 **Highways Contribution**

4.3.1 On or prior to the Implementation Date to:-

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

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

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

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

4.3.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.3.5 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.

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 2017/0891/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 Head of Legal Services 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 2017/0891/P.
- 5.7 Payment of the contributions pursuant to Clause 4 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 2017/0891/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box

145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

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 Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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

2017/0891/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 or the Mortgagee 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**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

9.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
LEO JAMES OLIVER YOUNGMAN
in the presence of:**

)
) 

.....
Witness Signature 

Witness Name: MARCUS LEE

Address: 1 MARSHALLS DRIVE, ST. ALBANS, AL1 4RA

Occupation: SURGEON

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
133 BRECKNOCK ROAD LONDON N19 5AE

EXECUTED AS A DEED BY
MAXIMILIAN MICHAEL JOHN YOUNGMAN)
in the presence of:)

Max Youngman

.....
Witness Signature

Marcus Lee

Witness Name:

MARCUS LEE

Address:

1 MARSHALS DRIVE, ST. ALBANS, AL1 4RA

Occupation:

Surgeon

EXECUTED AS A DEED BY
JAMES ROBERT YOUNGMAN)
in the presence of:)

James Youngman

.....
Witness Signature

Marcus Lee

Witness Name:

MARCUS LEE

Address:

1 MARSHALS DRIVE, ST. ALBANS, AL1 4RA

Occupation:

Surgeon

EXECUTED AS A DEED BY
RACHEL ELIZABETH YOUNGMAN)
in the presence of:)

Rachel Youngman

.....
Witness Signature

Marcus Lee

Witness Name:

MARCUS LEE

Address:

1 MARSHALS DRIVE, ST. ALBANS, AL1 4RA

Occupation:

Surgeon

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

JEL
.....
Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

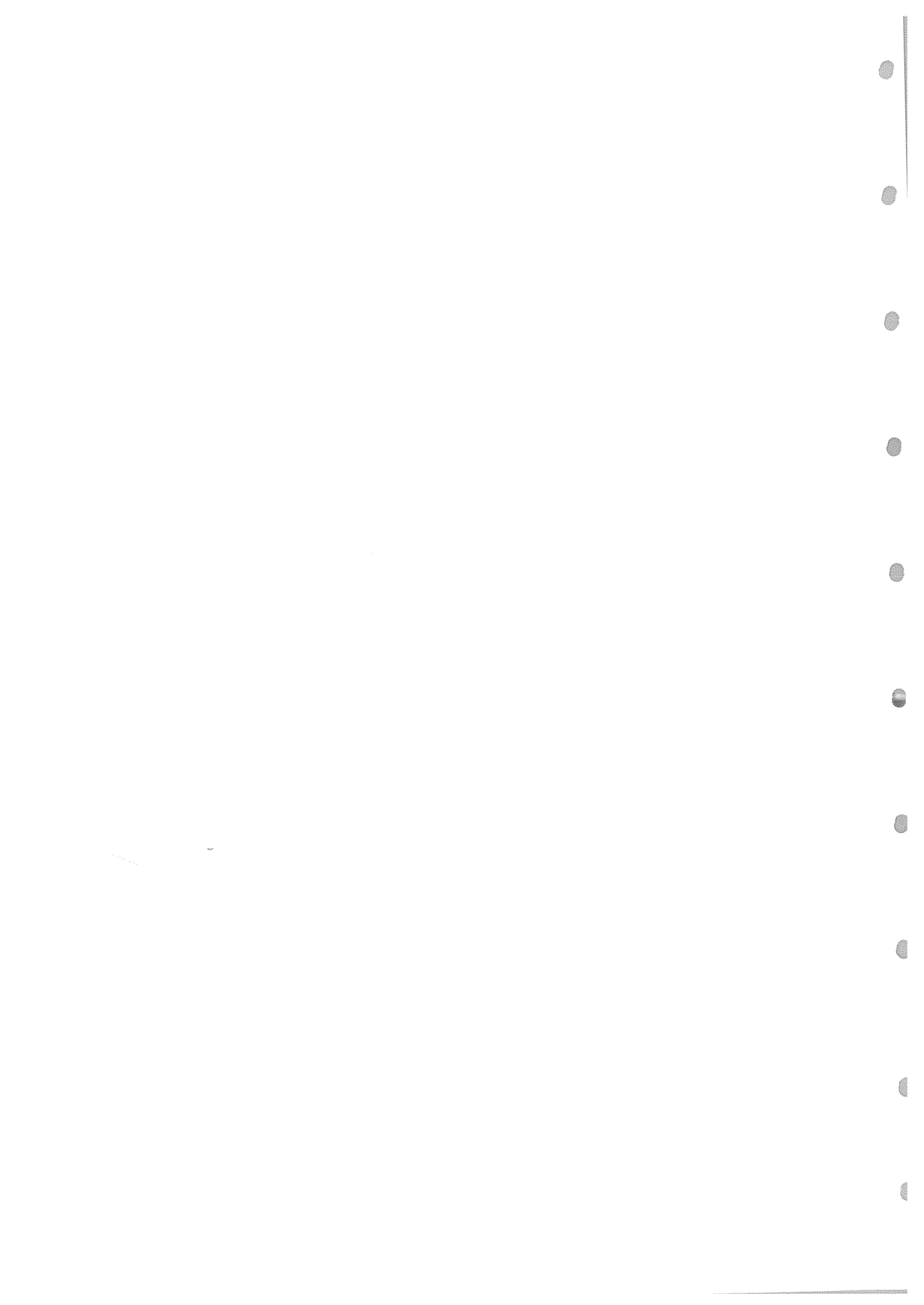
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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

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

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

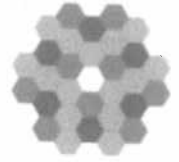
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

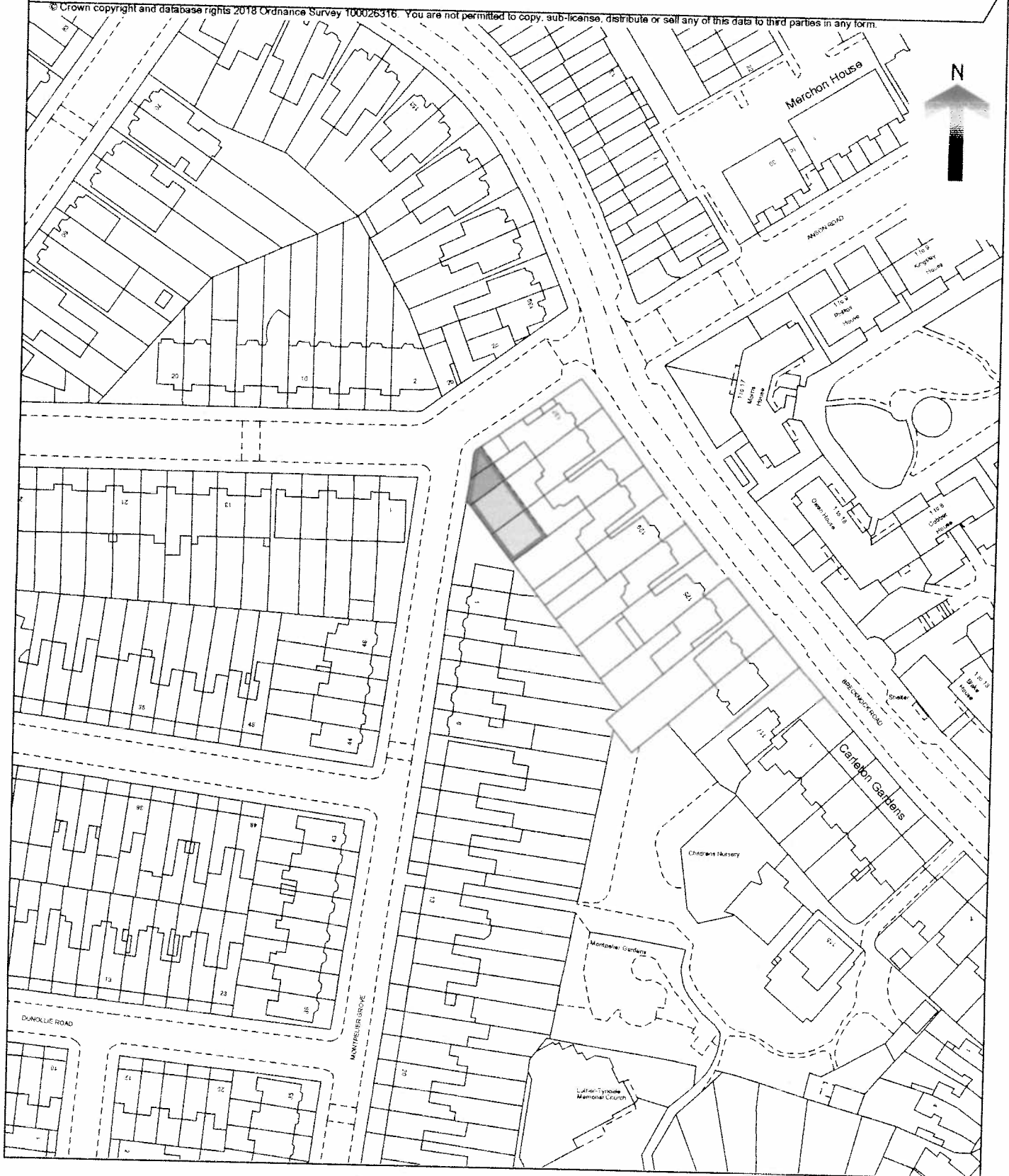


HM Land Registry Official copy of title plan

Title number **NGL979190**
Ordnance Survey map reference **TQ2985NW**
Scale **1:1250**
Administrative area **Camden**



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von Preussen Pease Reynolds
Architects Ltd.
Unit 12
5 Durham Yard
London
E2 6QF

Application Ref: 2017/0891/P

14 August 2018

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:
133 Brecknock Road
LONDON
N19 5AE

Proposal:

Erection of single storey 2 bedroom dwelling involving excavation and landscaping with entrance off Ospringle Road.

Drawing Nos: Location Plan - 092_A_01_P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P2; 092_A_03_02 P2; 092_A_03_03 P2; 092_A_04_01 P2; Prop: 092_A_01_01 Site Plan P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P3; 092_A_03_02 P3; 092_A_03_03 P3; 092_A_04_01 P2; Design & access Statement, 1 to 4 March 2017 (Rev 4); Arboricultural Development Statement, CBA10696 v1B, James Youngman via vPPR Architects, 092: 133-137 Brecknock Road.

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 The development hereby permitted shall be carried out in accordance with the following approved plans- Location Plan - 092_A_01_P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P2; 092_A_03_02 P2; 092_A_03_03 P2; 092_A_04_01 P2; Prop: 092_A_01_01 Site Plan P2; 092_A_01_10 P2; 092_A_01_11 P2; 092_A_02_01 P2; 092_A_02_02 P2; 092_A_02_03 P2; 092_A_03_01 P3; 092_A_03_02 P3; 092_A_03_03 P3; 092_A_04_01 P2; Design & Access Statement. 1 to 4 March 2017 (Rev 4); Arboricultural Development Statement. CBA10696 v1B, James Youngman via vPPR Architects, 092: 133-137 Brecknock Road.

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

- 3 Detailed drawings, and/or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

- a) Typical plan, elevation and section drawings, including jambs, head and cill, of all new external windows and doors at a scale of 1:10 with typical glazing bar details at 1:1.

- b) Samples and manufacturer's details of typical window and door frames, glazing, balustrades and roofing materials.

- c) A panel of facing brickwork, measuring no less than 1.5m x 1.5m, demonstrating the proposed colour, texture, face-bond and pointing.

- d) Timber cladding

The approved panels shall be retained on site until the work has been completed.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: In order to ensure a satisfactory standard of development that safeguards the character and appearance of the area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

- 4 The new house hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2) in relation to accessible dwellings and shall be maintained thereafter.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy H1 and H6 of the London Borough of Camden Local Plan.

- 5 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with approved drawings contained within the arboricultural report ref. CBA10696 v1B by CBA Trees dated March 2017. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details. The protection measures shall then remain in place for the duration of works on site, unless otherwise agreed in writing by the local authority.

Reason: To ensure that Tree protection measures are carried out to a reasonable standard such that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy A2 and A3 of the London Borough of Camden Local Plan 2017.

- 6 Prior to commencement of any works on site, details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 7 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-F)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies G1, D1, D2 and A1 of London Borough of Camden Local Plan 2017.

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

- 9 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of the new unit and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policies A1 and CC5 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 11 Prior to the first occupation of the building, a plan (showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof) and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof 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 of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan 2017.

- 12 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To safeguard the amenities of occupiers of the proposed use, adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan June 2017.

Informative(s):

- 1 Reasons for granting approval.

The application comprises the erection of a new 2 bedroom residential dwelling including 2 sunken courtyards at the rear of Nos.133 to 137 Brecknock Road and bounded by Ospringe Road and Montpelier Grove. The application site encompasses parts of the existing large rear gardens of 3 x 3-storey properties. There are several infill dwellings within the immediate locality meaning that the proposal is not considered out of keeping with the local character of development.

The proposed single-storey house has an irregular footplate and would be located south of Ospringe Road and on the eastern side of Montpelier Grove and north of The Poplars, a 4-storey residential block. The single-storey dwelling comprises 108sqm and would be subordinate to the adjacent buildings in both scale and proportions. It does so by incorporating irregular angles, part flat and part sloped roofs that rise from behind the existing 2m height brick boundary walls along Ospringe Road and Montpelier Grove and the new-shared boundary walls of the application host buildings. It would also include charred timber cladding to the central structure along with glazed elements to help it sit among the traditional and ordered palette of the principal buildings; including a sedum green roof to be visually discrete. The contemporary design responds to the open character and appearance of the neighbouring buildings, which are less imposing but of modernist form. The proposed flat-roof ridge would stand approximately 3.28m above the existing ground level. The sloped sections of the roofs would slope away and have long eaves along the new boundary with the rear of the Brecknock Road gardens. The angled side boundary of The Poplars would have the lowest point of the eaves at a height of 1.88m. The depth of the house would align with the front and rear building lines of houses along Montpelier Grove to harmonise with those buildings and from the garden of No.131 Brecknock Road.

The irregular angled form of the house also addresses amenity issues and achieves well-lit internal accommodation with a modest visual impact in the surroundings in long and short views. A significant proportion of the proposed new house would be largely obscured from view from the public realm and provide some limited private views that would ensure no harm to neighbouring occupiers' amenity at Nos.133 to 137 Brecknock Road.

The dwelling would provide a good standard of residential accommodation in terms of layout, room sizes, sunlight, daylight, ventilation and outlook. The living accommodation has been designed to incorporate all the necessary criteria to meet designed and constructed in accordance with Building Regulations Part M 4 (2) in relation to accessible dwellings.

New private amenity space is provided, affording the occupiers good outlook. The retained rear gardens to Nos.133 -137 are 77sqm, 68sqm and 78sqm. The proposed house would be located outside the Kentish Town Conservation Area and not give rise to any adverse impact to its character or appearance and is considered acceptable.

- 2 The proposed dwelling is likely to generate additional on-street parking demand therefore a Section 106 legal agreement has been entered into for car-free housing; along with a financial contribution to highways repair works post construction. The proposal would likely involve a significant amount of construction works. A Construction Management Plan and implementation fee (£1,140) are secured through the S106. Two cycle storage spaces would be provided within the front garden at ground floor level and their details would be secured via condition.

No trees are proposed to be removed from the rear gardens to facilitate the development. The submitted arboricultural report has demonstrated that no surrounding trees would be compromised from the site's development. A condition is attached to ensure the development would mitigate harm.

One objection was received prior to making this decision. This and the site's planning history was taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, A2, A3, C6, CC1, CC2, CC3, CC5, D1, DM1, H1, H3, H6, H7, T1 and T2 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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £4615 (92.3sqm x £50) for the Mayor's CIL and £46150 (92.3sqm x £500) for the Camden CIL.

This amount is an estimate 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.

- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 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.
- 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

Supporting Communities Directorate





DATED

10 October

2018

(1) LEO JAMES OLIVER YOUNGMAN AND MAXIMILIAN MICHAEL JOHN
YOUNGMAN

and

(2) JAMES ROBERT YOUNGMAN and RACHEL ELIZABETH
YOUNGMAN

and

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

A G R E E M E N T

relating to land known as

133 Brecknock Road, London N19 5AE

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
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