

DATED

5 JULY

2018

(1) MAKE SOME SPACE LIMITED

and

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

AGREEMENT

relating to land known as

Land adjacent to 23 Carol Street, London NW1 0HT

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 1918

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CLS/COM/1800.747

s106

THIS AGREEMENT is made the 5th day of July 2018

BETWEEN:

- A. **MAKE SOME SPACE LIMITED** (Co. Regn. No. 06405677) whose registered office is at First Floor, 104-108 Oxford Street, London W1D 1LP (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 NGL948507.
- 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 6 November 2017 and the Council resolved to grant permission conditionally under reference number 2017/5590/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	"Affordable Housing"	low cost housing including social rented housing and intermediate housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"the Affordable Housing Contribution"	the sum of £19,160 (nineteen thousand one hundred and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the Borough
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.6	"Basement Approval in Principle Contribution"	the sum of £3,000 (three thousand pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule 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> <ul style="list-style-type: none"> <li data-bbox="692 943 1378 1305">(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 Existing Buildings or structures on the Property and the building out of the Development; <li data-bbox="692 1368 1378 1541">(b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; <li data-bbox="692 1603 1378 1877">(c) 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>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(e) 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>
2.9	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.10	"the Construction Phase"	<p>the whole period between</p> <ul style="list-style-type: none"> i. the Implementation Date and ii. the date of issue of the Certificate of Practical Completion
2.11	"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
2.12	"the Development"	erection of a three storey plus basement building to provide live-work unit (Class Sui Generis) comprising artist's studio with 2 bedroom flat (Sui Generis) at 1st and 2nd floor with terrace at 1st floor, balcony at 2nd floor (east elevation), service yard and associated landscaping and access works as shown on the site location plan (CRL/LO/001/G) and drawing numbers:-

		<p>Existing drawings: CRL/SU/: 301/A; 101/A; 102/A; 103/A; 201/A; 001/G</p> <p>Proposed drawings: CRL/GA/: 101/M; 102/P; 103/H; 104/H; 105; 201; 202; 000/V; 001/Z; 002/W; 003/X; 004/H</p> <p>Supporting documents: Planning Statement prepared by Firstplan dated October 2017; Design Statement prepared by Lisa Shell Architects dated 22nd September 2017; Access Statement; Basement Impact Assessment prepared by Soiltechnics dated 18th April 2018; Construction Method Statement prepared by Engineers HRW dated February 2018; Arboricultural Pre-App Survey and Comments prepared by Arboricultural Design & Consultancy dated 27th April 2015; Arboricultural Report: Root Investigation prepared by Arboricultural Design & Consultancy dated 28th July 2017; Daylight and Sunlight Study prepared by Right of Light Consulting dated 11 September 2017; Sustainability Statement prepared by OR Consulting Engineers dated 10 August 2017; SuDS Assessment and Drainage Strategy prepared by Infrastruct CS Ltd dated July 2017; Transport Note prepared by i-Transport dated 21 September 2017; ITL13151-SK-004</p>
2.13	"the Highways Contribution"	<p>the sum of £3,774.97 (three thousand seven hundred and seventy four pounds ninety seven 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 the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <p>(a) resurfacing the Public Highway adjacent to the Property following the carrying out of the</p>

		<p>Development, including repairing damage that may have resulted to the Public Highway and widening the crossover; and</p> <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the Development</p> <p>all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.14	"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
2.15	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.16	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.17	"the Parties"	mean the Council and the Owner
2.18	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 6 November 2011 for which a resolution to grant permission has been passed conditionally under reference number 2017/5590/P subject to conclusion of this Agreement

2.19	"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
2.20	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.21	"the Property"	the land known as land adjacent to 23 Carol Street, London NW1 0HT the same as shown edged red on the site location plan annexed hereto
2.22	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.23	"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
2.24	"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
2.25	"Traffic Management Order Contribution"	the sum of £2,730.24 (two thousand seven hundred and thirty pounds twenty four pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the statutory consultation required for changes to the line marking (parking bay and single yellow lines) to facilitate the proposed crossover/vehicle access to the Development

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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

4.1.1 On or prior to the Implementation Date to:

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

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

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

4.1.3 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 as minimal impact as reasonably practicable on and disturbance to the surrounding environment and highway network.

4.1.4 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.

4.2 CAR FREE DEVELOPMENT

4.2.1 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:

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

4.2.2 Not to Occupy or use (or knowingly 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) or unless such Residents Parking Permit is held in relation to a separately owned property within the locality in which the Development is situated.

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

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 BASEMENT APPROVAL IN PRINCIPLE

4.3.1 On or prior to the Implementation Date to:-

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

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

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.4 AFFORDABLE HOUSING CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.5 HIGHWAYS CONTRIBUTION

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.5.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.5.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.5.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.5.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate.
- 4.5.6 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.
- 4.5.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty eight days of the issuing of the said certificate pay to the Council the amount of the excess.

4.5.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

4.6 TRAFFIC MANAGEMENT ORDER CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Traffic Management Order Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Traffic Management Order Contribution in full.

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 2017/5590/P the date upon which the Development will be ready for Occupation.

5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 at reasonable times and on reasonable notice to any part of the Property or any reasonable 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 and provided that the Council uses reasonable endeavours to mitigate such expenses or liability.

- 5.5 If (acting reasonably) 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 but for the avoidance of doubt this fee shall only be payable in the event that formal legal certification is required from the Council's Head of Legal Services. No payment shall be required in respect of any written certification or confirmation given by the Council's Planning Obligations Monitoring Officers as to the compliance of the Owner in respect of any obligation in this Agreement.
- 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 2017/5590/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 2017/5590/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 2017/5590/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. Following the performance and full satisfaction of all the terms of this Agreement or if this Agreement

is determined the Council will on the written request of the Owner cancel all entries made in the Local Land Charges register in respect of this Agreement.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs up to a maximum of £8,154 incurred in preparing this Agreement on or prior to the date of completion of the Agreement upon production by the Council of an invoice.
- 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 its 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.
- 6.9 Any approval, consent, direction, authority, agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

7. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and

the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
MAKE SOME SPACE LIMITED)
acting by a Director (Marcus Taylor))
In the presence of:)

[Handwritten signature]

Signature of Director

Witness:

[Handwritten signature]

Signature of Witness

[Handwritten name]

Name of Witness (in BLOCK CAPITALS)

[Handwritten address]

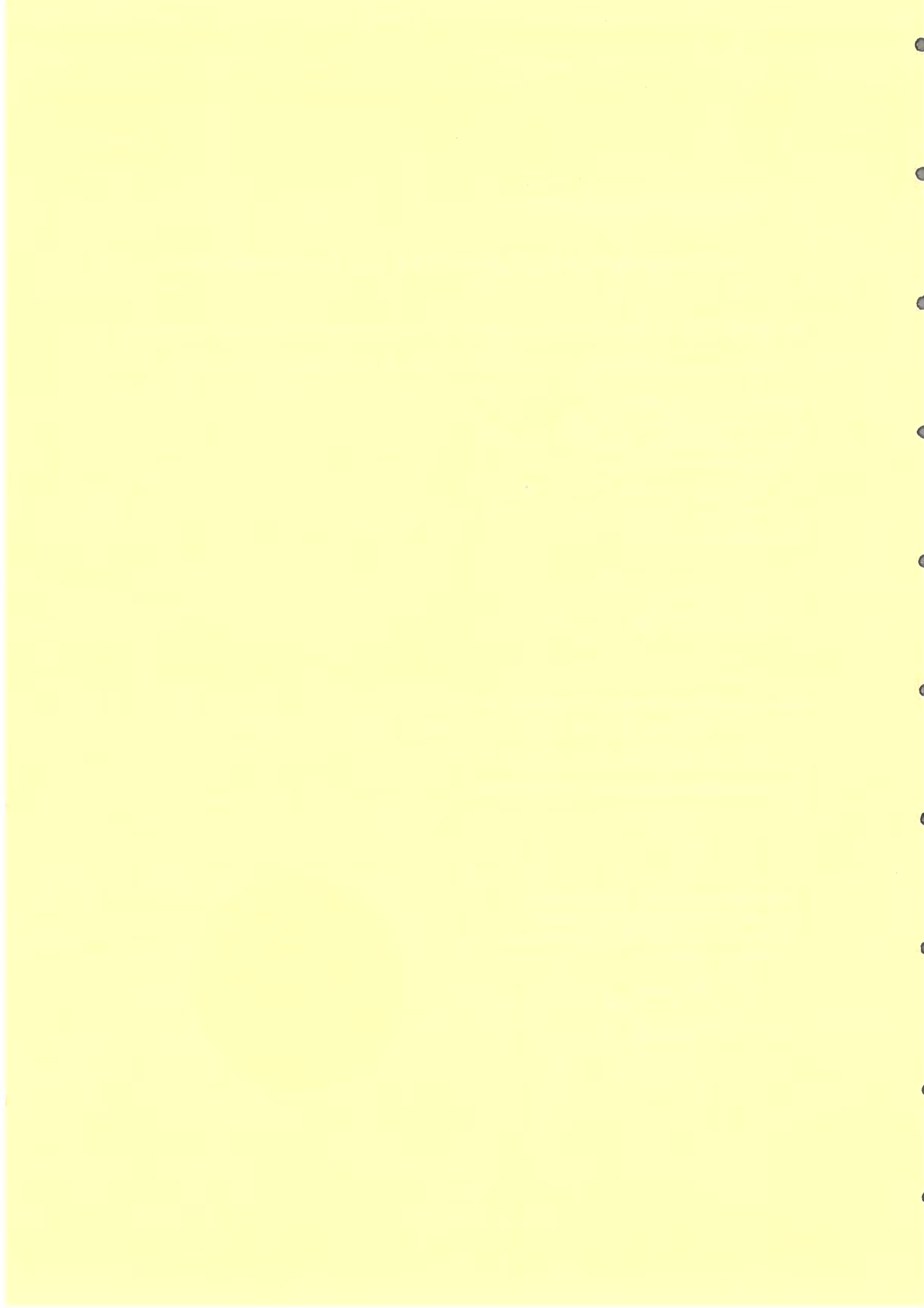
Address of Witness (in BLOCK CAPITALS)

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

[Handwritten signature]

Authorised Signatory





THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

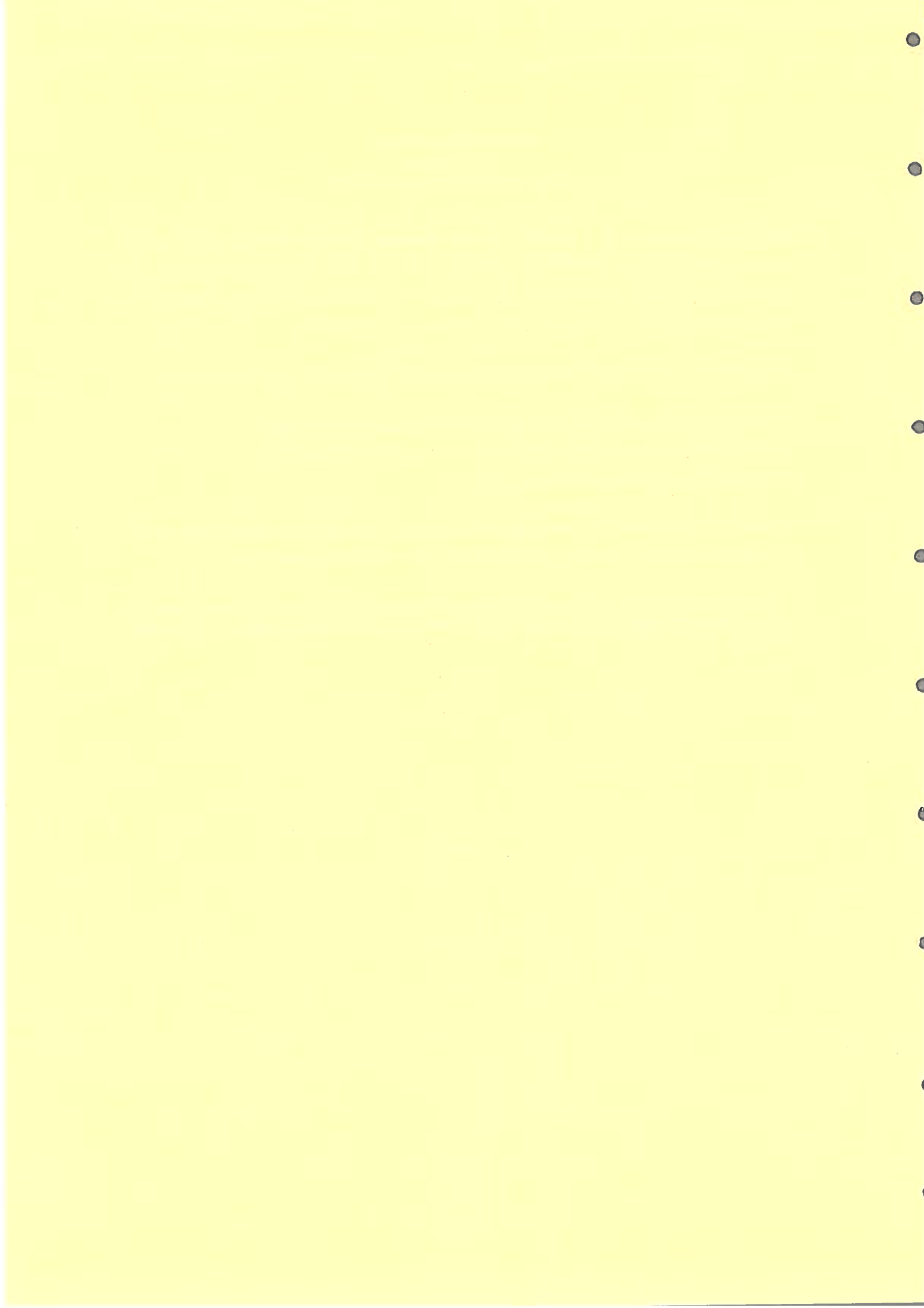
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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

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

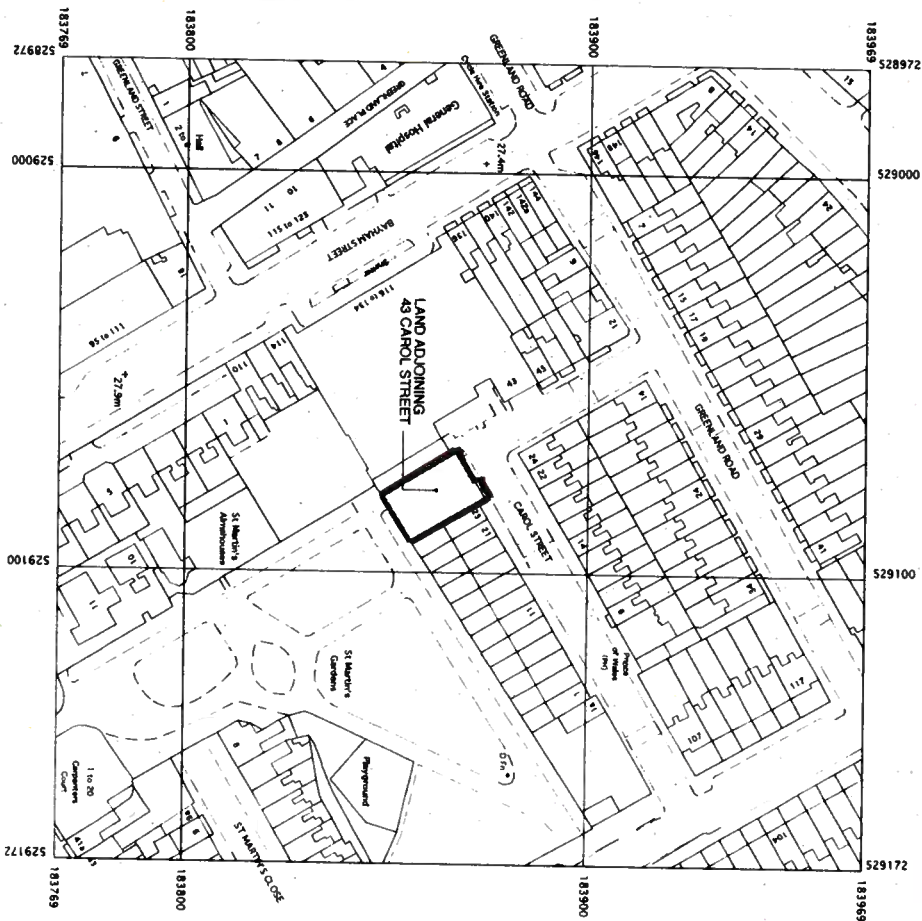
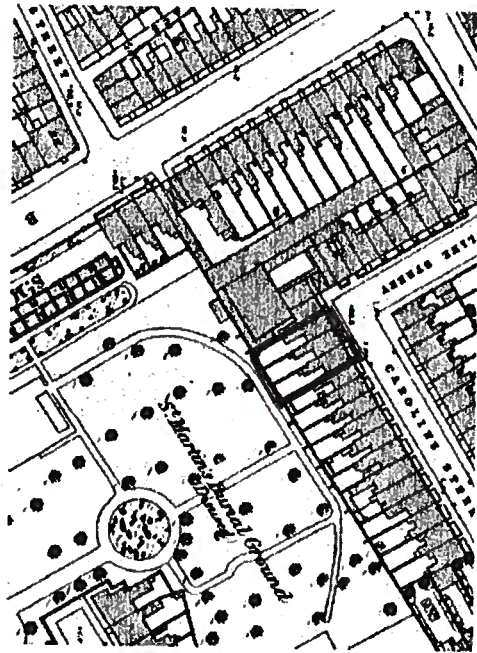
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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



ORDNANCE SURVEY 1873



SITE AREA APPROX 290M2

Lisa Shell
architects
www.lisashellarchitects.co.uk

REVISIONS/ISSUE
22/08/2017 F
PLANNING CONSULTANT & CLIENT
FOR COMMENT
27/08/2017 G
PLANNING CONSULTANT & CLIENT
FOR INFO



LAND ADJOINING 43 CAROL STREET
LONDON NW1

LOCATION PLAN
CRL/LO/001/G

1:1250 @ A3
DO NOT SCALE FROM THIS DRAWING
REFER ALL DISCREPANCIES TO ARCHITECT





Firstplan
Bramah House
65-71 Bermondsey Street
London SE1 3XF

Application Ref: 2017/5590/P

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:

Land Adjacent to 23 Carol Street
London
NW1 0HT

Proposal:

DECISION

Erection of a three storey plus basement building to provide live-work unit (Class Sui Generis) comprising artist's studio with 2 bedroom flat (Sui Generis) at 1st and 2nd floor with terrace at 1st floor, balcony at 2nd floor (east elevation), service yard and associated landscaping and access works.

Drawing Nos: Site Location Plan (CRL/LO/001/G)

Existing drawings: CRL/SU/: 301/A; 101/A; 102/A; 103/A; 201/A; 001/G

Proposed drawings: CRL/GA/: 101/M; 102/P; 103/H; 104/H; 105; 201; 202; 000/V; 001/Z; 002/W; 003/X; 004/H

Supporting documents: Planning Statement prepared by Firstplan dated October 2017; Design Statement prepared by Lisa Shell Architects dated 22nd September 2017; Access Statement; Basement Impact Assessment prepared by Soiltechnics dated 18th April 2018; Construction Method Statement prepared by Engineers HRW dated February 2018; Arboricultural Pre-App Survey and Comments prepared by Arboricultural Design & Consultancy dated 27th April 2015; Arboricultural Report: Root Investigation prepared by Arboricultural Design & Consultancy dated 28th July 2017; Daylight and Sunlight Study prepared by Right of Light Consulting dated 11 September 2017; Sustainability Statement prepared by OR Consulting Engineers dated 10 August 2017; SuDS Assessment and Drainage Strategy prepared by Infrastruct CS Ltd dated July 2017; Transport Note prepared by i-Transport dated 21 September 2017; ITL13151-SK-004

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:

Site Location Plan (CRL/LO/001/G)

Existing drawings: CRL/SU/ 301/A; 101/A; 102/A; 103/A; 201/A; 001/G

Proposed drawings: CRL/GA/ 101/M; 102/P; 103/H; 104/H; 105; 201; 202; 000/V; 001/Z; 002/W; 003/X; 004/H

Supporting documents: Planning Statement prepared by Firstplan dated October 2017; Design Statement prepared by Lisa Shell Architects dated 22nd September 2017; Access Statement; Basement Impact Assessment prepared by Soiltechnics dated 18th April 2018; Construction Method Statement prepared by Engineers HRW dated February 2018; Arboricultural Pre-App Survey and Comments prepared by Arboricultural Design & Consultancy dated 27th April 2015; Arboricultural Report: Root Investigation prepared by Arboricultural Design & Consultancy dated 28th July 2017; Daylight and Sunlight Study prepared by Right of Light Consulting dated 11 September 2017; Sustainability Statement prepared by OR Consulting Engineers dated 10 August 2017; SuDS Assessment and Drainage Strategy prepared by Infrastruct CS Ltd dated July 2017; Transport Note prepared by i-Transport dated 21 September 2017; ITL13151-SK-004

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

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials including balcony railings (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

- 4 Before the brickwork is commenced, a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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.

- 5 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". 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.

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

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(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 has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy A4 of the London Borough of Camden Local Plan 2017.

- 7 Before the development commences, details of secure and covered cycle storage area for 3 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 any of the new units, 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.

- 8 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 CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 9 Prior to commencement of any impact piling, a piling method statement shall be submitted to and approved in writing by the local planning authority. The Method Statement shall be prepared in consultation with Thames Water or the relevant statutory undertaker, and shall detail the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and controlled waters in accordance with the requirements of Policy CC3 of the London Borough of Camden Local Plan 2017.

- 10 No development shall commence until:
(a) a written Preliminary Risk Assessment (PRA) and scheme of investigation has been submitted to and approved by the local planning authority in writing; the PRA must take account of the historical and environmental context of the site and can be based on a desk study or the Enhanced Environmental Information Review detailed below; and
(b) following the approval detailed in paragraph (a), a written scheme of remediation measures has been submitted to and approved by the local planning authority in writing.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policies A1 and DM1 of the London Borough of Camden Local Plan 2017.

11. The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Sustainability Statement prepared by OR Consulting Engineers dated 10 August 2017). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policy CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

12. The development hereby approved shall be constructed in accordance with the approved energy statement (Sustainability Statement prepared by OR Consulting Engineers dated 10 August 2017) to achieve a 19% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 20% reduction in carbon dioxide emissions through renewable technologies unless it can be demonstrated that such provision is not feasible. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policy CC1 of the London Borough of Camden Local Plan 2017.

13. Prior to the end of the next available planting season, replacement tree planting shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies D1 and A3 of the London Borough of Camden Local Plan 2017.

14. The service yard hereby approved shall only be used for loading and unloading (servicing) and shall not be used at any time by the occupiers of the development for the purpose of parking private vehicles.

Reason: To ensure the development contributes to the use of sustainable modes of transport and does not contribute to air pollution and congestion, in accordance with the requirements of Policy T2 of the London Borough of Camden Local Plan 2017.

- 15 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy A5 of the London Borough of Camden Local Plan 2017.

Informative(s):

DRAFT

1 Reasons for granting permission

The proposed development is in general accordance with the London Borough of Camden Local Plan 2017, with particular regard to policies G1, H1, H4, H6, H7, C6, A1, A2, A3, D1, D2, CC1, CC2, CC3, CC5, T1, T2, T4 and DM1. The development also accords with the NPPF and the London Plan 2016. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report.

- 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 advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans and the Mayor's CIL Charging Schedule, the charge is likely to be £20,305 (406.1sqm x £50) for the Mayor's 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. The CIL 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.

5. You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
6. 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.
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. With regard to condition 10 above the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at www.environment-agency.gov.uk.

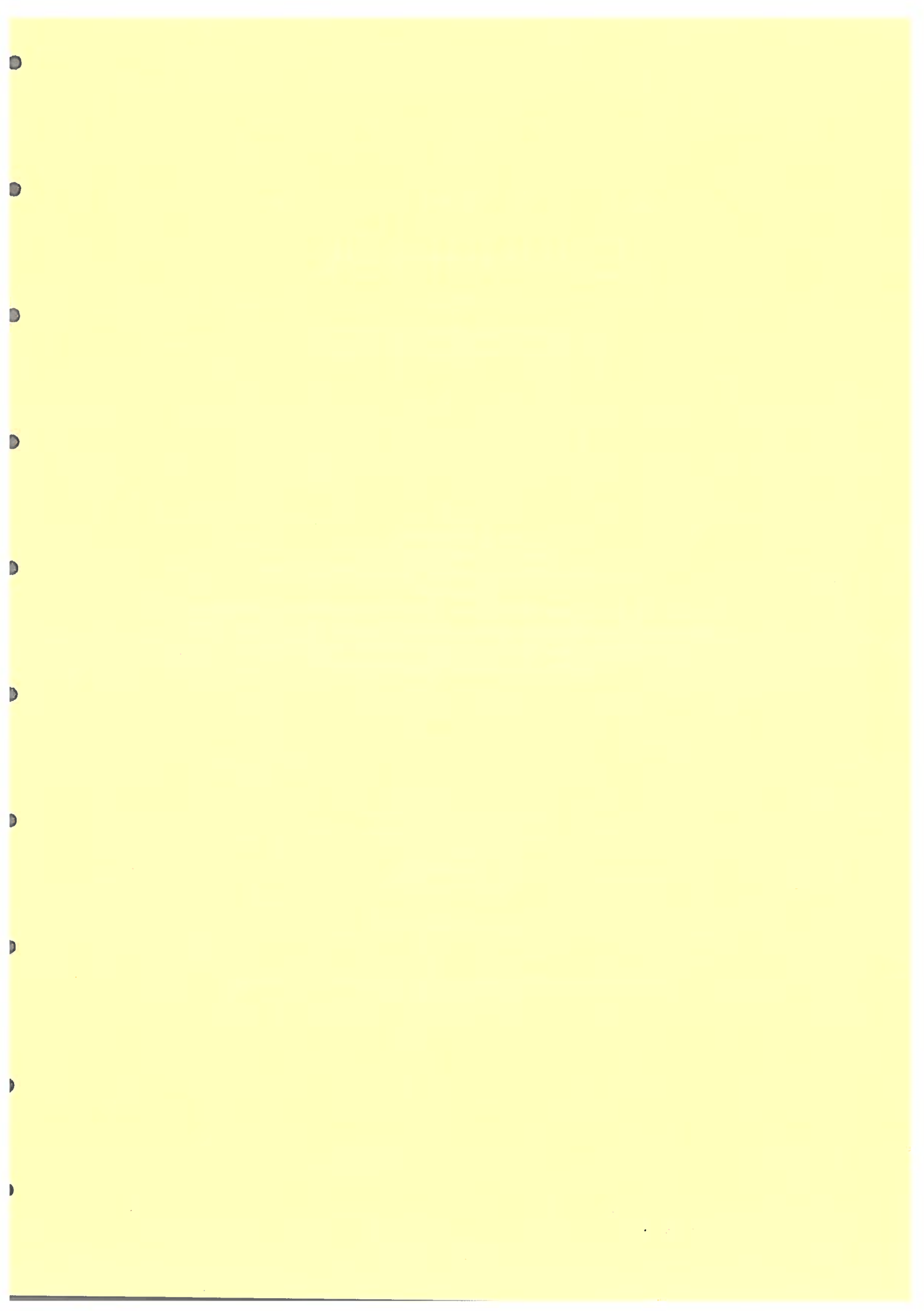
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Executive Director Supporting Communities

DRAFT

DECISION



DATED

5 JULY

2018

(1) MAKE SOME SPACE LIMITED

and

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

AGREEMENT

relating to land known as

Land adjacent to 23 Carol Street, London NW1 0HT

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 1918

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