

DATED 13 FEBRUARY 2025

(1) EDMUND JOSEPH LEHMANN and JENNIFER KIM NGUYEN

and

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

A G R E E M E N T

relating to land known as

13 BELSIZE CRESCENT, LONDON NW3 5QY

pursuant to

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

s278 of the Highways Act 1980

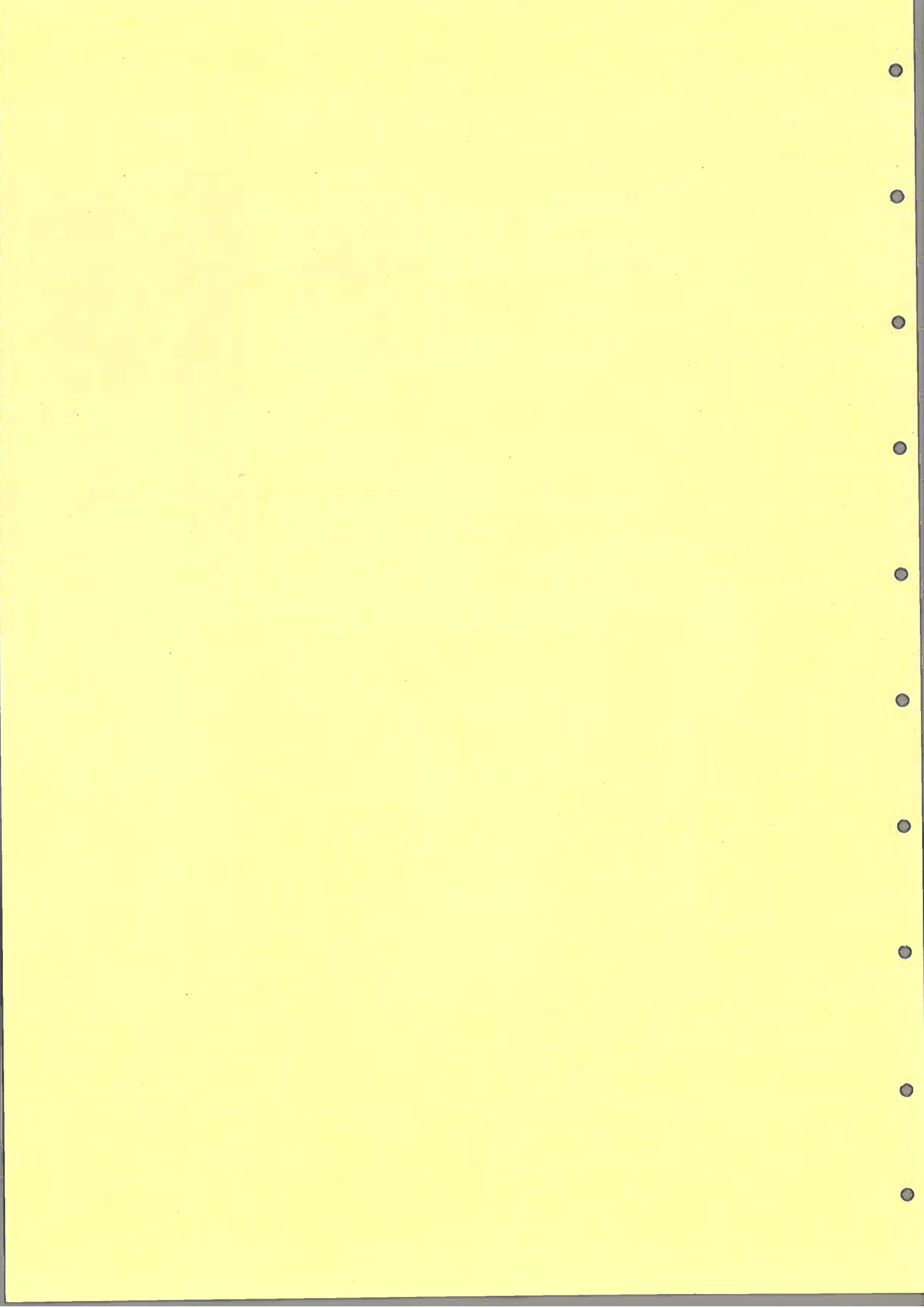
Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

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

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CLS/COM/HM/1975603
FINAL DoV (CMP&CMPB&AIP)



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THIS AGREEMENT is made the 13th day of FEBRUARY 2025

BETWEEN:

A. **EDMUND JOSEPH LEHMANN and JENNIFER KIM NGUYEN** of 13 Belsize Crescent, London NW3 5QY (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 LN108283.
- 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 On 24th July 2024 the Council issued planning permission 2023/0692/P (relating to the Property) following completion of an agreement pursuant to Section 106 of the Act (and other powers as stated within that agreement) on that same date
- 1.4 A Planning Application for the development of the Property was submitted to the Council (pursuant to Section 73 of the Act and in relation to the planning permission mentioned in recital 1.3 above of this Agreement) and validated on 12 November 2024 and the Council resolved to grant permission conditionally under reference number 2024/4980/P subject to the conclusion of this legal Agreement. The Council considers that this Agreement should secure the same obligations and restrictions in respect of the Planning Permission as those which bind planning permission 2023/0692/P (as referred to in recital 1.3 above of this Agreement).
- 1.5 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 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.

- 1.6 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 It is hereby acknowledged by the Parties that certain of the Owner's obligations pursuant to this Agreement have (as detailed at clauses 4.1.1 (submission of Basement Approval in Principle Application and payment of Basement Approval in Principle Contribution) clause 4.2.1 (payment of Construction Management Plan Implementation Support Contribution and clause 4.3.1 (payment of the Construction Management Plan Bond) below) already been performed.

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	"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
2.5	"Basement Approval in Principle Contribution"	the sum of £576.80 (five hundred and seventy six pounds and eighty pence) 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
2.6	"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 Third 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 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>
2.7	"the Construction Management Plan Bond"	the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,194.00 (four thousand one hundred and ninety four 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
2.9	"the Construction Phase"	the whole period between <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>
2.10	"the Council's Considerate"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating

	Contractor Manual"	to the good practice for developers engaged in building activities in the London Borough of Camden
2.11	"the Development"	<p>removal of condition 5 (Tree Protection) of planning permission ref 2023/0692/P dated 24/07/2024 for 'Basement excavation, installation of external platform lift, reconfiguration of external staircase, reinstatement of stair balustrade and front boundary treatment to match original, replacement windows, installation of bi folding doors, hard and soft landscaping and associated works.' changes include Arboricultural report to be removed from drawings and Removal of condition is due to land contamination as shown on drawing numbers:- Superseded plans: None</p> <p>Existing Plans: GA 100 - Site Location Plan - Rev A, GA 100 - Existing Lower Ground Floor Garden Plan - Rev A, GA 101 - Existing Lower Ground Floor Plan - Rev A, GA 102 - Upper Ground Floor Plan - Rev A, GA 103 - First Floor Plan Rev A, GA 104 - Second Floor Plan - Rev A, GA 105 - Third Floor Plan - Rev A GA 106 - Roof Plan - Rev A, GA 107 - Existing Rear Elevation - Rev C, GA 108 - Existing Front Elevation - Rev C, GA 200 - Existing Section A - Rev A, GA 201 - Existing Section B - Rev A.</p> <p>Proposed Plans: GA 309 - Proposed Upper Ground Floor Plan - Rev P1, GA 313 - Proposed Rear Elevation - Rev C, GA 314 - Proposed Front Elevation - Rev C GA 317 - Proposed Basement Floor Plan - Rev P1, GA 319 - Proposed Lower Ground Floor Plan - Rev P1, GA 400 - Proposed Section A - Rev A GA 402 - Proposed Section B - Rev A.</p> <p>Supporting Technical Documents: 24022-A2SI-XX-XX-RP-Y-0003-00 - Interpretive Report - Rev 00, 24022-A2SI-XX-XX-RP-X-0001-01 - Factual Report - Rev 02, 24022- 2 A2SI-XX-XX-RP-Y-0005-04 - Basement Impact Assessment - Rev 04, 24022-A2SI-XXXX-TN-Y-0002-00 - Covering Note</p>

		to Basement Impact Assessment - Rev 01, Photo Survey 2023, Design and Access Statement - dated 16th February 2023, Planning and Heritage Statement Letter - dated 16th February 2023
2.12	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.13	"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
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council and the Owner
2.16	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 November 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/4980/P subject to conclusion of this Agreement
2.17	"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
2.18	"the Planning Permission"	a planning permission granted by the Council for the Development substantially in the draft form annexed hereto
2.19	"the Property"	the land known as 13 Belsize Crescent, London NW3 5QY the same as shown shaded grey on the plan annexed hereto
2.20	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 278 of the Highways Act 1980, 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.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 BASEMENT APPROVAL IN PRINCIPLE

4.1.1 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

and For the Avoidance of Doubt it is agreed between the Parties that the obligations at (a) and (b) above of this clause 4.1.1 were discharged by the Owner on or before 7th October 2024.

4.1.2 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

and For the Avoidance of Doubt it is agreed between the Parties that the Basement Approval in Principle Application was approved by the Council on 7th October 2024 and that the obligations at (a) and (b) above of this clause 4.1.2 have been discharged.

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

and For the Avoidance of Doubt it is agreed between the Parties that the obligation at (a) above of this clause 4.2.1 was discharged by the Owner on 3rd October 2024.

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 **CONSTRUCTION MANAGEMENT PLAN BOND**

4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full and for the Avoidance of Doubt it is hereby agreed between the Parties that the obligation contained within this clause 4.3.1 were discharged by the Owner on 3rd October 2024.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 acknowledge the notice within 24 hours of being notified and:

- (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.3.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

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 2024/4980/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part

of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 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 2024/4980/P.
- 5.7 Payment of any contribution 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 2024/4980/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

2024/4980/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 and its monitoring fees 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 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 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**

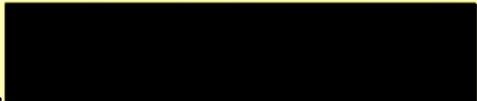
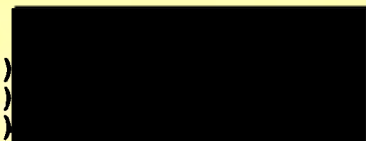
8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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

EXECUTED AS A DEED BY
EDMUND JOSEPH LEHMANN
in the presence of:



.....
Witness Signature

Witness Name: Emilio Fontana Balpanda

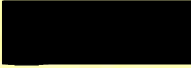
Address: Pagan Place, NW1 ORG

Occupation: Business Development Manager

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
13 BELSIZE CRESCENT, LONDON NW3 5QY

EXECUTED AS A DEED BY
JENNIFER KIM NGUYEN
in the presence of:

)
)
)



Witness Signature

Witness Name: KIRSTEN SMITH

Address: 1601 ONTARIO TOWER
4 FAIRMONT AVENUE, LONDON, UK E14 9JB

Occupation: ENERGY TRADING + ORIGINATOR

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

)
)
)
)



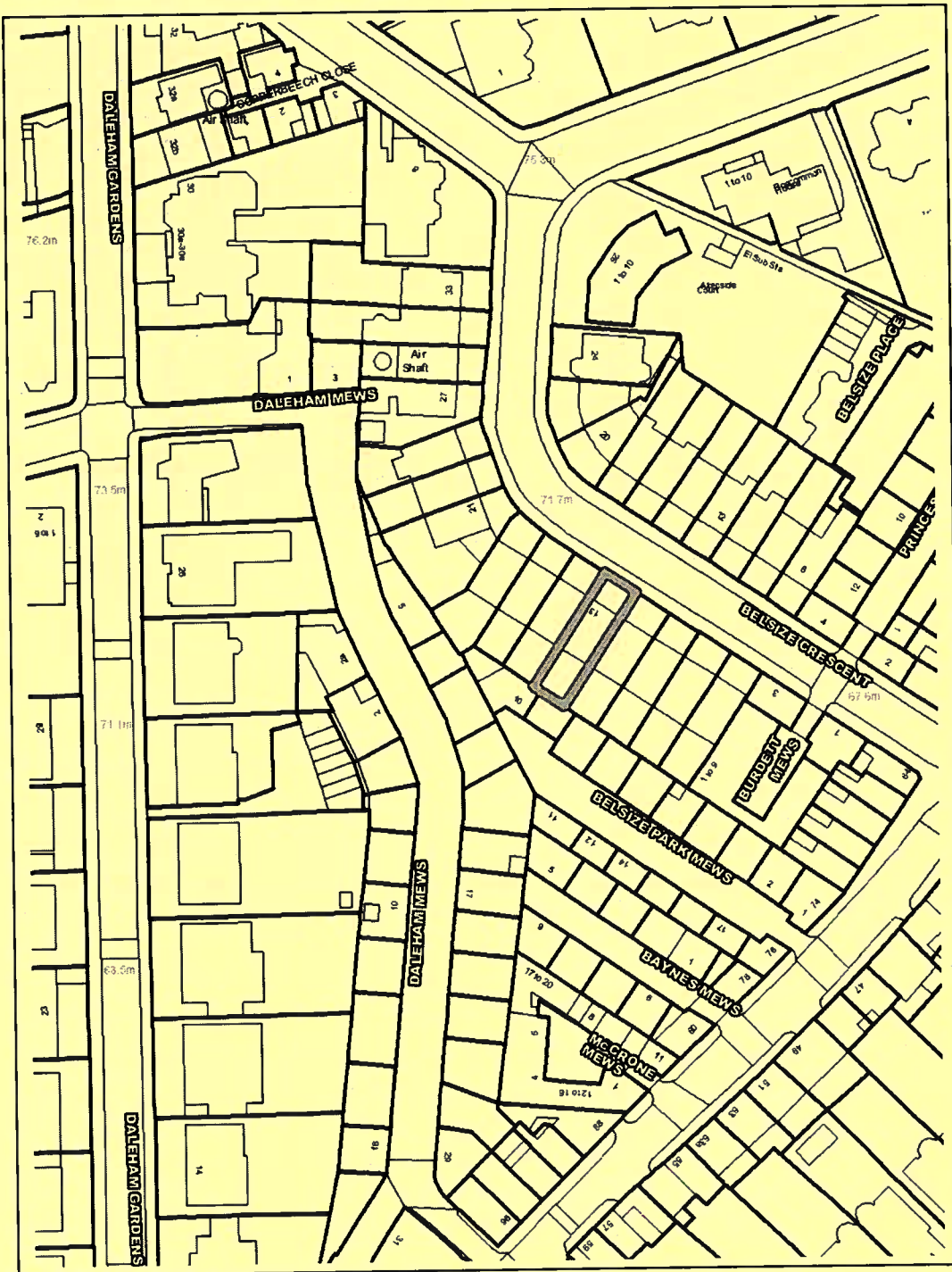
Authorised Signatory

JL Colder



**Schedule 1
Plan**

NORTHGATE SE GIS Print Template



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Schedule 2
Draft Planning Permission



Application ref: 2024/4980/P
Contact: Ewan Campbell
Tel: 020 7974 5458
Date: 31 January 2025

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

SM Planning
80-83 Long Lane
London
EC1A 9ET

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:
13 Belsize Crescent
London
NW3 5QY

PROPOSAL
Proposal:

Variation of condition 2 (Approved Drawings) and Removal of condition 5 (Tree Protection) of planning permission ref 2023/0692/P dated 24/07/2024 for 'Basement excavation, installation of external platform lift, reconfiguration of external staircase, reinstatement of stair balustrade and front boundary treatment to match original, replacement windows, installation of bi folding doors, hard and soft landscaping and associated works.' changes include Arboricultural report to be removed from drawings and Removal of condition is due to land contamination

Drawing Nos: Superseded plans: None

EXISTING PLANS
Existing Plans: GA 100 - Site Location Plan - Rev A, GA 100 - Existing Lower Ground Floor Garden Plan - Rev A, GA 101 - Existing Lower Ground Floor Plan - Rev A, GA 102 - Upper Ground Floor Plan - Rev A, GA 103 - First Floor Plan Rev A, GA 104 - Second Floor Plan - Rev A, GA 105 - Third Floor Plan - Rev A GA 106 - Roof Plan - Rev A, GA 107 - Existing Rear Elevation - Rev C, GA 108 - Existing Front Elevation - Rev C, GA 200 - Existing Section A - Rev A, GA 201 - Existing Section B - Rev A.

PROPOSED PLANS
Proposed Plans: GA 309 - Proposed Upper Ground Floor Plan - Rev P1, GA 313 - Proposed Rear Elevation - Rev C, GA 314 - Proposed Front Elevation - Rev C GA 317 - Proposed Basement Floor Plan - Rev P1, GA 319 - Proposed Lower Ground Floor Plan - Rev P1, GA 400 - Proposed Section A - Rev A GA 402 - Proposed Section B - Rev A.

Supporting Technical Documents: 24022-A2SI-XX-XX-RP-Y-0003-00 - Interpretive Report - Rev 00, 24022-A2SI-XX-XX-RP-X-0001-01 - Factual Report - Rev 02, 24022- 2 A2SI-XX-XX-RP-Y-0005-04 - Basement Impact Assessment - Rev 04, 24022-A2SI-XXXX-TN-Y-0002-00 - Covering Note to Basement Impact Assessment - Rev 01, Photo Survey 2023, Design and Access Statement - dated 16th February 2023, Planning and Heritage Statement Letter - dated 16th February 2023

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 no later than the end of three years from the date of the original planning permission ref 2023/0692/P dated 24/07/2024

Reason: To comply with the provisions of Sections 73 and 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:

Existing Plans: GA 100 - Site Location Plan - Rev A, GA 100 - Existing Lower Ground Floor Garden Plan - Rev A, GA 101 - Existing Lower Ground Floor Plan - Rev A, GA 102 - Upper Ground Floor Plan - Rev A, GA 103 - First Floor Plan Rev A, GA 104 - Second Floor Plan - Rev A, GA 105 - Third Floor Plan - Rev A, GA 106 - Roof Plan - Rev A, GA 107 - Existing Rear Elevation - Rev C, GA 108 - Existing Front Elevation - Rev C, GA 200 - Existing Section A - Rev A, GA 201 - Existing Section B - Rev A.

Proposed Plans: GA 309 - Proposed Upper Ground Floor Plan - Rev P1, GA 313 - Proposed Rear Elevation - Rev C, GA 314 - Proposed Front Elevation - Rev C, GA 317 - Proposed Basement Floor Plan - Rev P1, GA 319 - Proposed Lower Ground Floor Plan - Rev P1, GA 400 - Proposed Section A - Rev A, GA 402 - Proposed Section B - Rev A.

Supporting Technical Documents: 24022-A2SI-XX-XX-RP-Y-0003-00 - Interpretive Report - Rev 00, 24022-A2SI-XX-XX-RP-X-0001-01 - Factual Report - Rev 02, 24022-A2SI-XX-XX-RP-Y-0005-04 - Basement Impact Assessment - Rev 04, 24022-A2SI-XX-XX-TN-Y-0002-00 - Covering Note to Basement Impact Assessment - Rev 01, Photo Survey 2023, Design and Access Statement - dated 16th February 2023, Planning and Heritage Statement Letter - dated 16th February 2023.

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

- 3 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Details of the suitably qualified chartered engineer with membership of the appropriate professional body who has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration shall be in accordance with the details previously approved under planning reference 2024/3219/P dated 20/08/2024. Should the appointed suitably qualified chartered engineer details change, the details of the newly appointed engineer shall be submitted to and approved in writing by the Local Planning Authority forthwith.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 This condition has intentionally been left blank

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

- a) Details including sections at 1:10 of the platform lift, railing and gates;
- b) Plan, elevation and section drawings, of the front lightwell at a scale of 1:10;
- c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reason for granting permission.

The proposed amendments include removing Condition 5 which secured further details in relation to tree protection details established under planning permission reference planning ref 2023/0692/P, dated 24/07/2024.

Consent has previously been given to remove trees on site, due to contaminated land issues, which the condition sought to protect. In consultation with the Tree Officer, they confirmed that there are no tree constraints on site currently and therefore supported the removal of this condition.

The proposed amendments are not considered to introduce new amenity impacts by way of loss of outlook, daylight or privacy or daylight/sunlight.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

One objection has been received prior to making this decision and is responded to within the supporting consultation summary. The Belsize CAAC have confirmed they have no comments. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A2 and A3 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2024.

- 2 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 4 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).

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

**Schedule 3
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>

Please use the Minimum Requirements (also available on the Council's website) 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

