

DATED

14th May

2025

**(1) ANN CAROL HAY, DAVID ALEXANDER HAY,
THOMAS STUART JOHN HAY and RACHEL LUCY KATHARINE HAY**

and

(2) MARK ANDREW RAPHAEL and DONNA RAPHAEL

and

(3) SIMON CHRISTOPHER FRASER

and

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

A G R E E M E N T
relating to land known as
5 BACON'S LANE LONDON N6 6BL

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 3935

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THIS AGREEMENT is made the 14th day of May 2025

B E T W E E N:

- A. **ANN CAROL HAY** of 8 Boscastle Road, London NW5 1EG and **DAVID ALEXANDER HAY** of Old Coach House, 8 Bacon's Lane, London N6 6BP and **THOMAS STUART JOHN HAY** of 6a Windmill Hill, London NW3 6RU and **RACHEL LUCY KATHARINE HAY** of Basement Flat, 8 Boscastle Road, London NW5 1EG (hereinafter called "the Freeholder") of the first part
- B. **MARK ANDREW RAPHAEL** and **DONNA RAPHAEL** of 3 Bacons Lane, London N6 6BL (hereinafter called "the First Leaseholder") of the second part
- C. **SIMON CHRISTOPHER FRASER** of 5 Bacons Lane, London, N6 6BL (hereinafter called "the Second Leaseholder") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 162967.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number LN126499.
- 1.4 The First Leaseholder is a leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number LN136076.

- 1.6 The Second Leaseholder is a leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder the First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.8 A Planning Application for the development of the Property was submitted to the Council by the Second Leaseholder and validated on 3 October 2024 and the Council resolved to grant permission conditionally under reference number 2024/4297/P subject to the conclusion of this Agreement.
- 1.9 The Council is the local planning authority for the purposes of the Act, 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.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this planning obligation made pursuant to section 106 of the Act
2.3	"Approved Architect"	means Simon Christopher Fraser of 5 Bacons Lane, London, N6 6BL; or such other architect similarly experienced in the design and construction of high quality buildings to be retained by the Owner on reasonable commercial terms (the identify of such architect to have been the subject of consultation with the Council prior to their appointment and to be agreed with the Council and

		shall take account of the commercial context within which the Owner appoints such an architect)
2.4	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.5	"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> <ul style="list-style-type: none"> (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; (b) proposals to ensure there are no adverse effects on the Conservation Area features; (c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and

		<p>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>
2.6	"the Construction Management Plan Bond"	the sum of £8,000.00 (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
2.7	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,194 (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
2.8	"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> <p>and for the avoidance of doubt includes the demolition of the Existing Buildings</p>
2.9	"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

2.10	"the Development"	<p>demolition of the existing dwellinghouse and erection of replacement two-storey detached single dwellinghouse as shown on drawing numbers:-</p> <p>Existing Drawings: (Prefix 1223-PP-) 050 rev A, 100 rev A, 200 rev A, 201 rev A, 300 rev A, 400 rev A, 401 rev A</p> <p>Demolition Drawings: (Prefix 1223-PP-) 120 rev A, 121 rev A, 122 rev A, 130 rev A, 140 rev A, 141 rev A</p> <p>Proposed Drawings: (Prefix 1223-PP-) 150 rev B, 250 rev B, 251 rev C, 252 rev C, 350 rev C, 351 rev B, 450 rev C, 451 rev C, 500 rev B, 501 rev B</p> <p>Documents: Cover Letter (prepared by Lichfields, dated 03/10/2024); Design and Access Statement rev B (prepared by Simon Fraser, dated 12/2024); Planning Statement (prepared by Lichfields, dated 01/10/2024); Heritage Impact Assessment (prepared by Lichfields, dated 02/10/2024); Visualisation Document rev B (prepared by Simon Fraser, dated 12/2024); Biodiversity Gain Plan rev B (prepared by Simon Fraser, dated 05/12/2024); Biodiversity Net Gain Metric (dated 05/12/2024); Sustainability Statement rev 02 (prepared by Webb Yates Engineers Ltd., dated 07/11/2024); Condition and Feasibility Study (Options Appraisal) (prepared by Simon Fraser, dated 30/09/2024); Pre-Demolition Audit (prepared by Simon Fraser, dated 03/10/2024); Whole Life Carbon Assessment rev A (prepared by Simon Fraser, dated 10/2024); Archaeological Desk Based Assessment (prepared by Lichfields, dated 05/09/2024); Arboricultural Survey and Report rev A (prepared by Wassells, dated 02/10/2024); Daylight and Sunlight Report (prepared by Right of Light</p>
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		Consulting, dated 05/09/2024); Noise Impact Assessment (prepared by Gillieron Scott, dated 10/10/2024)
2.11	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.12	"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
2.13	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.14	"the Parties"	mean the Council and the Owner
2.15	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 3 October 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/4297/P subject to conclusion of this Agreement
2.16	"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
2.17	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.18	"the Property"	the land known as 5 Bacon's Lane, London, N6 6BL the same as shown shaded grey on the plan annexed hereto

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 (subject to clause 8) 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 (subject to clause 8) 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 ARCHITECT RETENTION

4.1.1 Unless otherwise agreed in writing by the Council the Owner agrees not to:-

- (i) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by an Approved Architect;

- (ii) Implement or carry out any works forming part of the construction of the Development at any time when the Approved Architect is not employed by the Owner as project architect; and
- (iii) Not to Occupy or permit Occupation of any part of the Development until the Council has been provided with a written certification from an Approved Architect that the Development has been carried out and completed in accordance with the designs approved by the Council pursuant to the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission or Reserved Matters Approval.

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 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.

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 2024/4297/P the date upon which the Development will be ready for Occupation.
- 5.3 The Parties 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 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 2024/4297/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 2024/4297/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

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

- 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 2024/4297/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 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 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. FREEHOLDER AND FIRST LEASEHOLDER INDEMNITY

- 8.1 The Second Leaseholder hereby covenants with the Freeholder and the First Leaseholder to observe and perform the obligations herein contained and to indemnify the Freeholder and the First Leaseholder and its successors in title and estates from and against all costs claims charges expenses demands and liabilities

whatsoever incurred by the Leaseholder arising out of this Agreement or breach non-observance or non-performance of the provisions hereof.

8.2 For the avoidance of doubt, the Freeholder and the First Leaseholder hereby consent to the completion of this Agreement and agree 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 agree to be bound by the said obligations only in the event that it becomes entitled to possession of the Property.

8.3 The Parties agree that the obligations contained in this Agreement shall not be enforceable against the Freeholder or the First Leaseholder (as applicable) unless it becomes entitled to possession of the Property in which case it will be bound by the obligations.

9. **JOINT AND SEVERAL LIABILITY**

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

10. **RIGHTS OF THIRD PARTIES**

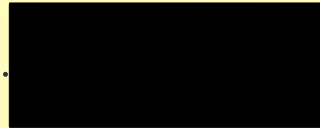
10.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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

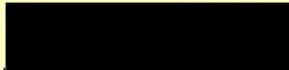
CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
ANN CAROL HAY
in the presence of:

)
)
)



.....



Witness Signature

Witness Name: LIZ ENGEL

Address: OLD MILL GATE, 17 SOUTH GROVE, LONDON N6 6BJ

Occupation: RETIRED

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
DAVID ALEXANDER HAY
in the presence of:

)
)
)

[REDACTED]
.....

[REDACTED]
.....

Witness Signature

Witness Name: LIZ ENGEL

Address: OLD HALL COTTAGE , 17 SOUTH GROVE , LONDON N6 6BJ

Occupation: RETIRED

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
THOMAS STUART JOHN HAY
in the presence of:

)
)
)



Witness Signature

Witness Name: *Haidje Rustau*

Address: *5 Windmill Hill, NW3 6RU, UK*

Occupation: *Credit Analyst*

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
RACHEL LUCY KATHARINE HAY
In the presence of:

)
)
)

..

.....
Witness Signature

Witness Name: LIZ ENGEL

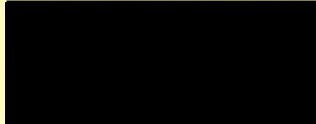
Address: OLD HALL COTTAGE, 17 SOUTH GROVE, LONDON N6 6BJ

Occupation: RETIRED

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
MARK ANDREW RAPHAEL
In the presence of:

)
)
)



.....
Witness Signature

Witness Name: SIMON FRASER

Address: 5 BACON'S LANE, N6 6BL

Occupation: ARCHITECT

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
DONNA RAPHAEL
in the presence of:

)
)
)

..

.....

.....
Witness Signature

Witness Name: SIMON FRASER

Address: 5 BACON'S LANE, N6 6BL

Occupation: ARCHITECT

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

EXECUTED AS A DEED BY
SIMON CHRISTOPHER FRASER
In the presence of:

)
)
)



.....



.....

Witness Signature

Witness Name: ANDREW ARDILL

Address: 86 SOUTHWOOD LANE, LONDON, N6 5SY

Occupation: CHARTERED ARCHITECT

CONTINUATION OF S106 AGREEMENT IN RELATION TO
5 BACON'S LANE LONDON N6 6BL

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

.....
Authorised Signatory



THE FIRST SCHEDULE



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THE SECOND SCHEDULE
Draft Planning Permission

Application ref: 2024/4297/P
Contact: Daren Zuk
Tel: 020 7974 3368
Date: 22 April 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

Lichfields
The Minster Building
21 Mincing Lane
London
EC3R 7AG

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
5 Bacon's Lane
London
N6 6BL

Proposal:
Demolition of the existing dwellinghouse and erection of replacement two-storey detached single dwellinghouse.

Drawing Nos: Existing Drawings:

(Prefix 1223-PP-) 050 rev A, 100 rev A, 200 rev A, 201 rev A, 300 rev A, 400 rev A, 401 rev A

Demolition Drawings:

(Prefix 1223-PP-) 120 rev A, 121 rev A, 122 rev A, 130 rev A, 140 rev A, 141 rev A

Proposed Drawings:

(Prefix 1223-PP-) 150 rev B, 250 rev B, 251 rev C, 252 rev C, 350 rev C, 351 rev B, 450 rev C, 451 rev C, 500 rev B, 501 rev B

Documents:

Cover Letter (prepared by Lichfields, dated 03/10/2024); Design and Access Statement rev B (prepared by Simon Fraser, dated 12/2024); Planning Statement (prepared by Lichfields, dated 01/10/2024); Heritage Impact Assessment (prepared by Lichfields, dated 02/10/2024); Visualisation Document rev B (prepared by Simon Fraser, dated 12/2024); Biodiversity Gain Plan rev B (prepared by Simon Fraser, dated 05/12/2024); Biodiversity Net Gain Metric (dated 05/12/2024); Sustainability Statement rev 02 (prepared by Webb Yates Engineers Ltd., dated 07/11/2024); Condition and Feasibility Study (Options Appraisal) (prepared by Simon Fraser, dated 30/09/2024); Pre-Demolition Audit (prepared by Simon Fraser, dated 03/10/2024); Whole Life Carbon Assessment rev A (prepared by Simon Fraser, dated 10/2024); Archaeological Desk Based Assessment (prepared by Lichfields, dated 05/09/2024); Arboricultural Survey and Report rev A (prepared by Wassells, dated 02/10/2024); Daylight and Sunlight Report (prepared by Right of Light Consulting, dated 05/09/2024); Noise Impact Assessment (prepared by Gillieron Scott, dated 10/10/2024)

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:

Existing Drawings:

(Prefix 1223-PP-) 050 rev A, 100 rev A, 200 rev A, 201 rev A, 300 rev A, 400 rev A, 401 rev A

Demolition Drawings:

(Prefix 1223-PP-) 120 rev A, 121 rev A, 122 rev A, 130 rev A, 140 rev A, 141 rev A

Proposed Drawings:

(Prefix 1223-PP-) 150 rev B, 250 rev B, 251 rev C, 252 rev C, 350 rev C, 351 rev B, 450 rev C, 451 rev C, 500 rev B, 501 rev B

Documents:

Cover Letter (prepared by Lichfields, dated 03/10/2024); Design and Access Statement rev B (prepared by Simon Fraser, dated 12/2024); Planning Statement (prepared by Lichfields, dated 01/10/2024); Heritage Impact Assessment (prepared by Lichfields, dated 02/10/2024); Visualisation Document rev B (prepared by Simon Fraser, dated 12/2024); Biodiversity Gain Plan rev B (prepared by Simon Fraser, dated 05/12/2024); Biodiversity Net Gain Metric (dated 05/12/2024); Sustainability Statement rev 02 (prepared by Webb Yates Engineers Ltd., dated 07/11/2024); Condition and Feasibility Study (Options Appraisal) (prepared by Simon Fraser, dated 30/09/2024); Pre-Demolition Audit (prepared by Simon Fraser, dated 03/10/2024); Whole Life Carbon Assessment rev A (prepared by Simon Fraser, dated 10/2024); Archaeological Desk Based Assessment (prepared by Lichfields, dated 05/09/2024); Arboricultural Survey and Report rev A (prepared by Wassells, dated 02/10/2024); Daylight and Sunlight Report (prepared by Right of Light Consulting, dated 05/09/2024); Noise Impact Assessment (prepared by Gillieron Scott, dated 10/10/2024)

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

- 3 The development hereby approved shall achieve a maximum internal water use of 105 litres per person per day for internal use and 5 litres for external use. The dwelling 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.

- 4 Prior to commencement of above-ground development, full details in respect of the green roof in the area indicated on the approved roof plan (at least 43m²) shall be submitted to and approved by the local planning authority. Details of the green roof provided shall include: species, planting density, substrate and a section at scale 1:20 showing that adequate depth (expected to be at least 150mm substrate) is available in terms of the construction and long term viability of the green roof, as well as details of the maintenance programme for green roof. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity, landscaping and the water environment in accordance with policies CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 5 Prior to commencement of above ground works, drawings and data sheets showing the location, extent (no.12 panels) and predicted energy generation of photovoltaic cells (generation capacity (at least 4.74kWp) and associated equipment to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe roof access arrangements, shall be provided. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan 2017.

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

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 policy D1 of the Camden Local Plan 2017.

- 7 The energy saving and sustainability measures detailed in the Energy & Sustainability Statement shall achieve the reported 66.7% reduction at the Be Green Stage of the energy Hierarchy and a total carbon reduction of 87.5%. The measures shall be fully provided in accordance with the approved details and thereafter retained and maintained in accordance with the approved scheme.

Reason: To ensure the development provides adequate on-site renewable energy facilities and contributes on-site carbon reduction targets in accordance with policies CC2 and CC3 of the London Borough of Camden Local plan.

- 8 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 balustrades;

b) 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).

c) Manufacturer's specification details of the garage door.

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 9 Prior to commencement of the development, a waste management plan shall be submitted demonstrating how 95% of construction and demolition waste will be reused/recycled/recovered and 95% of excavation waste used for beneficial purposes. The plan shall thereafter be delivered in accordance with the approved details.

Reason: To ensure all development optimise resource efficiency in accordance with policy CC1 of the London Borough of Camden Local Plan Policies and to reduce waste and support the circular economy in accordance with policy SI 7 of the London Plan 2021.

- 10 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with the approved Arboricultural Method Statement and Tree Protection Plan. The protection shall then remain in place for the duration of works on site and recommendations made in the method statement followed, unless otherwise agreed in writing by the local authority.

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.

- 11 During the next planting season (November to March) following the completion of works, two upright hornbeam trees (*Carpinus betulus* "Frans Fontaine") which a stem circumference of 14-16cm at 1m above the base of the stem shall be planted in the locations specified on approved plan ref. 1223-PP-150 B dated 04/12/2024. The trees shall be planted and maintained in accordance with BS8545:2014. Should the trees die or become seriously diseased within five years of planting the trees shall be replaced on a like for like basis unless otherwise agreed with the council 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 A2, A3, D1, and D2 of the London Borough of Camden Local Plan 2017.

- 12 Prior to of the relevant works taking place on site, full details of Air Source Heat Pumps (ASHPs) and any mechanical ventilation shall be submitted to and approved in writing by the local planning authority. The details shall demonstrate the ASHP system and any ventilation either has no active cooling function, or cooling deactivated by the manufacturer, or that it is an air to water heat pump system only supplying underfloor heating and/or oversized radiators. The measures shall be fully provided in accordance with the approved details and thereafter retained and maintained in accordance with the approved scheme, and no other system of active cooling shall be implemented.

Reason: In order to minimise energy consumption and following the energy and cooling hierarchies, in accordance with policies CC1, CC2, D1 of the Camden Local Plan 2017.

- 13 The external noise level emitted from plant, machinery or equipment at the development with specified noise mitigation hereby approved shall be lower than the typical existing background noise level by at least 10dBA, by 15dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with machinery operating at maximum capacity and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/surrounding premises is not adversely affected by noise from mechanical installations/ equipment in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 14 Prior to use, machinery, plant or equipment at the development shall be mounted with proprietary anti-vibration isolators and fan motors shall be vibration isolated from the casing and adequately silenced and maintained as such.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by vibration in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 15 Prior to occupation of the dwelling full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. 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 achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, D1, D2 of the London Borough of Camden Local Plan 2017.

- 16 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 17 The flat roofs located at first-floor level as shown on drawing number 1223-PP-251 Rev B shall not be used as a roof terrace, sitting out area or other amenity space.

Reason: To protect the amenity of adjoining occupiers and the area in accordance with policies A1 and D1 of the Camden Local Plan 2017.

- 18 Prior to the occupation of the development the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. The post-construction assessment should be submitted to

ZeroCarbonPlanning@london.gov.uk; and
SustainabilityPlanning@camden.gov.uk

along with any supporting evidence as per the guidance.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Camden Local Plan policies CC1, CC2, CC3, and CC4, and London Plan policies, SI1, SI2, SI3, SI4, SI5 and SI7.

Informative(s):

- 1 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).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 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.
- 4 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.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must

submit the plan using the Council's CMP pro-forma; this is available on the Council's website or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.

- 7 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.

8 Biodiversity Net Gain (BNG) Informative (1/2):

The effect of paragraph 13 of Schedule 7A to the Town and Country Planning Act 1990 ("1990 Act") is that planning permission granted in England is subject to the condition ("the biodiversity gain condition") that development may not begin unless:

- (a) a Biodiversity Gain Plan has been submitted to the planning authority, and
- (b) the planning authority has approved the plan.

The local planning authority (LPA) that would approve any Biodiversity Gain Plan (BGP) (if required) is London Borough of Camden.

There are statutory exemptions and transitional arrangements which mean that the biodiversity gain condition does not always apply. These are summarised below, but you should check the legislation yourself and ensure you meet the statutory requirements.

Based on the information provided, this permission WILL require approval of a BGP before development is begun because none of the statutory exemptions or transitional arrangements summarised below are considered to apply.

++ Summary of transitional arrangements and exemptions for biodiversity gain condition

The following are provided for information and may not apply to this permission:

1. The planning application was made before 12 February 2024.
2. The planning permission is retrospective.
3. The planning permission was granted under section 73 of the Town and

Country Planning Act 1990 and the original (parent) planning permission was made or granted before 12 February 2024.

4. The permission is exempt because of one or more of the reasons below:

- It is not "major development" and the application was made or granted before 2 April 2024, or planning permission is granted under section 73 and the original (parent) permission was made or granted before 2 April 2024.
- It is below the de minimis threshold (because it does not impact an onsite priority habitat AND impacts less than 25 square metres of onsite habitat with biodiversity value greater than zero and less than 5 metres in length of onsite linear habitat).
- The application is a Householder Application.
- It is for development of a "Biodiversity Gain Site".
- It is Self and Custom Build Development (for no more than 9 dwellings on a site no larger than 0.5 hectares and consists exclusively of dwellings which are Self-Build or Custom Housebuilding).
- It forms part of, or is ancillary to, the high-speed railway transport network (High Speed 2).

9 Biodiversity Net Gain (BNG) Informative (2/2):

+ Irreplaceable habitat:

If the onsite habitat includes Irreplaceable Habitat (within the meaning of the Biodiversity Gain Requirements (Irreplaceable Habitat) Regulations 2024) there are additional requirements. In addition to information about minimising adverse impacts on the habitat, the BGP must include information on compensation for any impact on the biodiversity of the irreplaceable habitat. The LPA can only approve a BGP if satisfied that the impact on the irreplaceable habitat is minimised and appropriate arrangements have been made for compensating for any impact which do not include the use of biodiversity credits.

++ The effect of section 73(2D) of the Town and Country Planning Act 1990

If planning permission is granted under section 73, and a BGP was approved in relation to the previous planning permission ("the earlier BGP"), the earlier BGP may be regarded as approved for the purpose of discharging the biodiversity gain condition on this permission. It will be regarded as approved if the conditions attached (and so the permission granted) do not affect both the post-development value of the onsite habitat and any arrangements made to compensate irreplaceable habitat as specified in the earlier BGP.

++ Phased development

In the case of phased development, the BGP will be required to be submitted to and approved by the LPA before development can begin (the overall plan), and before each phase of development can begin (phase plans). The modifications in respect of the biodiversity gain condition in phased development are set out in Part 2 of the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations 2024.

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.](https://www.gov.uk/appeal-planning-decision)

Yours faithfully

Supporting Communities Directorate

THE THIRD 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>

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