

DATED 29 November

2013

(1) SASHA TRADERS LIMITED

and

(2) YORKSHIRE BUILDING SOCIETY

and

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

A G R E E M E N T

relating to land known as
192 Haverstock Hill, London NW3 2AJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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London Borough of Camden
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CLS/COM/PM/1685.2023
2012/5391/P
FINAL 11.10.13

THIS AGREEMENT is made the 29 day of November 2013

B E T W E E N:

- i. **SASHA TRADERS LIMITED** (Co. Regn. No.05653731) whose registered office is at 192 Haverstock Hill, London NW3 2AJ (hereinafter called "the Owner") of the first part
- ii. **YORKSHIRE BUILDING SOCIETY** trading as Norwich and Peterborough Building Society of Peterborough Business Park, Lynch Wood, Peterborough, PE2 6WZ (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL923489 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 10th October 2012 and the Council resolved to grant permission conditionally under reference number 2012/5391/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL923489 and dated 15th May 2012 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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):-

- (i) 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;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Belsize Conservation Area features
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste;

(vii) 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; and

(viii) details of a Construction Working Group to address the concerns of surrounding residents and to specifically include ward councillors and residents from Hepworth and Allington Court and to include contact details for the person responsible for community liaison on behalf of the Owner and details of how the liaison's contact information will be advertised to the community.

2.5 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.6 "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

2.7 "the Development"

Erection of a five storey building, plus basement, to create retail space at ground and basement levels (Class A1), and five self contained flats

(1x studio, 1x1 bed, 2x2 bed & 1x3 bed) from first to fourth floor level (Class C3), following demolition of existing single storey building (Class A1) as shown on drawing numbers: 312/HH/001; -101; -102; -103; -104; -105; -106; -110C; -111C; -112B; -113A; -114A; -115A; -200; -201; -202; -203; -210A; -211A; -212A; -213A; -310A; -311A; -312 -401; Basement Impact Assessment by Train and Kemp Rev 07 dated 09/10/12; Bat Site Assessment by Amphibian, Reptile & Mammal Conservation Limited dated 2012; Daylight and Sunlight Study by Delva Patman Redler Ref SG/sg/09113 dated June 2012; Energy Statement by XCO2 energy Issue 01 Ref 8241 dated 20/04/12; Lifetime Homes Compliance List; Note on Bat and Bird Boxes & Biodiverse Extensive Green Roof Specification dated October 2012 by Gary Grant; Planning, design and access statement by NT&A Ref 367-11 (App V.2) dated October 2012; Strategic Construction Management Plan by Train and Kemp Revision 08 dated 18th March 2013; Sustainability Statement by XCO2 energy Issue 03 Ref 8241 dated 10/10/12; Transport Statement by PTP Ref 21142/01 dated 8th October 2012; Tree Constraints Plan, Arboricultural Implications Assessment, Arboricultural Method Statement and Tree Protection Plan by Greenman Environmental Management Ref TCP/AIA/AMS/TPP-SR-Haverstock Hill-2132012; Tree Report by Adam Cook Landscape Planning and Design dated June 2012; Outline Landscape Layout Plan Draft dated June 2012 rev.3 by Adam Cook; Outline Design Perspective View East dated June 2012 Fig 2 by Adam Cook; Outline Design Perspective

View South dated June 2012 Fig 3 by Adam Cook; Computer Generated Image of Haverstock Hill streetscene.

2.8 "the Education Contribution"

the sum of £10,748 (ten thousand seven hundred and forty eight 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 provision of education needs arising in the London Borough of Camden

2.9 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission documents entitled Energy Statement dated April 2012 and Sustainability Statement dated October 2012;
- (b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will achieve a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.10 "the Environmental Contribution" the sum of £7,000 (seven thousand 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 provision of various pedestrian cycle and public realm improvements in the vicinity of the Development

2.11 "Existing Buildings"

the single storey structure building presently located on the Property

2.12 "the Highways Contribution"

the sum of £2,448 (two thousand pounds four hundred and forty eight 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following repaving the existing crossover and the section of footway around the Property and for the temporarily removed bollard to be reinstated ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "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 but ground investigations, site survey, temporary access

construction works, archaeological investigation and erection of any fences or hoarding around the Property shall, in relation to the terms of this Agreement only, not amount to implementation

- 2.14 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.15 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" mean the Council the Owner and the Mortgagee
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10th October 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/5391/P subject to conclusion of this Agreement
- 2.18 "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
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.20 "the Property" the land known as 192 Haverstock Hill London NW3 2AJ the same as shown shaded grey on the plan annexed hereto
- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.22 "the Public Open Space Contribution"
- the sum of £6,559 (six thousand five hundred and fifty nine pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.23 ""the Sustainability Plan"
- a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-
- (a) an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
 - (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the

192 Haverstock Hill, London NW3 2AJ - 2012/5391/P



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www.camden.gov.uk/planning

Application Ref: **2012/5391/P**
Please ask for: **Jonathan Markwell**
Telephone: 020 7974 **2453**

Dear Sir/Madam

DRAFT
DECISION

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988

Resubmission of Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
192 Haverstock Hill
London
NW3 2AJ

DECISION

Proposal:

Erection of a five storey building, plus basement, to create retail space at ground and basement levels (Class A1), and five self contained flats (1x studio, 1x1 bed, 2x2 bed & 1x3 bed) from first to fourth floor level (Class C3), following demolition of existing single storey building (Class A1).

Drawing Nos: 0312/HH/001; -101; -102; -103; -104; -105; -106; -110C; -111C; -112B; -113A; -114A; -115A; -200; -201; -202; -203; -210A; -211A; -212A; -213A; -310A; -311A; -312 -401; Basement Impact Assessment by Train and Kemp Rev 07 dated 09/10/12; Bat Site Assessment by Amphibian, Reptile & Mammal Conservation Limited dated 2012; Daylight and Sunlight Study by Delva Patman Redler Ref SG/sg/09113 dated June 2012; Energy Statement by XCO2 energy Issue 01 Ref 8241 dated 20/04/12; Lifetime Homes Compliance List; Note on Bat and Bird Boxes & Biodiverse Extensive Green Roof Specification dated October 2012 by Gary Grant; Planning, design and access statement by NT&A Ref 367-11 (App V.2) dated October 2012; Strategic Construction Management Plan by Train and Kemp Revision 08 dated 18th March 2013; Sustainability Statement by XCO2 energy Issue 03 Ref 8241 dated 10/10/12; Transport Statement by PTP Ref 21142/01 dated 8th October 2012; Tree Constraints Plan, Arboricultural Implications

Assessment, Arboricultural Method Statement and Tree Protection Plan by Greenman Environmental Management Ref TCP/AIA/AMS/TPP-SR-Haverstock Hill-2132012; Tree Report by Adam Cook Landscape Planning and Design dated June 2012; Outline Landscape Layout Plan Draft dated June 2012 rev.3 by Adam Cook; Outline Design Perspective View East dated June 2012 Fig 2 by Adam Cook; Outline Design Perspective View South dated June 2012 Fig 3 by Adam Cook; Computer Generated Image of Haverstock Hill streetscene.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 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: 0312/HH/001; -101; -102; -103; -104; -105; -106; -110C; -111C; -112B; -113A; -114A; -115A; -200; -201; -202; -203; -210A; -211A; -212A; -213A; -310A; -311A; -312 -401; Basement Impact Assessment by Train and Kemp Rev 07 dated 09/10/12; Bat Site Assessment by Amphibian, Reptile & Mammal Conservation Limited dated 2012; Daylight and Sunlight Study by Delva Patman Redler Ref SG/sg/09113 dated June 2012; Energy Statement by XCO2 energy Issue 01 Ref 8241 dated 20/04/12; Lifetime Homes Compliance List; Note on Bat and Bird Boxes & Biodiverse Extensive Green Roof Specification dated October 2012 by Gary Grant; Planning, design and access statement by NT&A Ref 367-11 (App V.2) dated October 2012; Strategic Construction Management Plan by Train and Kemp Revision 08 dated 18th March 2013; Sustainability Statement by XCO2 energy Issue 03 Ref 8241 dated 10/10/12; Transport Statement by PTP Ref 21142/01 dated 8th October 2012; Tree Constraints Plan, Arboricultural Implications Assessment, Arboricultural Method Statement and Tree Protection Plan by Greenman Environmental Management Ref TCP/AIA/AMS/TPP-SR-Haverstock Hill-2132012; Tree Report by Adam Cook Landscape Planning and Design dated June 2012; Outline Landscape Layout Plan Draft dated June 2012 rev.3 by Adam Cook; Outline Design Perspective View East dated June 2012 Fig 2 by Adam Cook; Outline Design Perspective View South dated June 2012 Fig 3 by Adam Cook; Computer Generated Image of Haverstock Hill streetscene.

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

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

a) Typical details of new balustrade at a scale of 1:10 including materials and finish.

b) Plan, elevation and section drawings of all new doors and windows including jambs, head and cill, at a scale of 1:10

c) Samples and manufacturer's details of new facing materials to be provided on site and retained on site during the course of the works.

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the means of enclosure outside opening hours of the ground floor recessed area on the Haverstock Hill frontage, shall be submitted to and approved in writing by the Council before prior to any development commencing. The relevant part of the works shall be carried out in accordance with the details thus approved.

Reason: In order to seek to protect the amenity of occupiers from possible instances of crime, fear of crime and anti-social behaviour and to safeguard the appearance of the premises and the character of the immediate area, in accordance with policies CS5 (Managing the impact of growth and development), CS14 (Promoting high quality places and conserving heritage) and CS17 (Making Camden a safer place) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the first occupation of any new residential unit the green roof on the drawings and documents hereby approved shall be provided in its entirety. The green roof shall be installed strictly in accordance with the details hereby approved and shall be retained and maintained as such thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction) and DP23 (Water) of the London Borough of Camden Local Development Framework Development Policies.

- 6 No development shall take place until 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. Such details shall include details

of any proposed earthworks including grading, mounding and other changes in ground levels. 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 policy CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 7 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 9 Prior to the first occupation of any new residential unit all of the bird/bat boxes and bricks on the drawings and documents hereby approved shall be provided in their entirety. The boxes / bricks shall be installed strictly in accordance with the details hereby approved and shall be retained and maintained as such thereafter.

Reason: To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with

policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 10 Prior to the first occupation of any new residential unit the whole of the 6 spaces of cycle parking provision shown on the approved drawings shall be provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 11 The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- a) provide details on all structures
- b) accommodate the location of the existing London Underground structures
- c) demonstrate access to elevations of the building adjacent to the property boundary with London Underground can be undertaken without recourse to entering London Underground land
- d) demonstrate that there will at no time be any potential security risk to London Underground railway, property or structures
- e) accommodate ground movement arising from the construction thereof
- f) mitigate the effects of noise and vibration arising from the adjoining operations within the structures

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development), DP20 (Movement of goods and materials) and DP21

(Development connecting to the highway network) of the London Borough of Camden Local Development Framework Development Policies.

- 12 Prior to the first occupation of any of the new residential units the whole of the waste storage and removal facilities shown on the approved drawings shall be provided. The whole of the waste storage and removal provision shall be permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate waste storage and removal facilities and to safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS18 (Dealing with our waste and encouraging recycling) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 13 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 14 Only the areas specifically shown on the plans hereby approved as an external terrace or balcony shall be used for such purposes; and no other flat roofed areas (such as the roof level or the green roof area) shall be used as a roof terrace, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to the first occupation of any residential unit all north (side) elevation windows (facing Allingham Court) detailed as obscure glazed on the approved drawings shall be fully installed with obscure glazing and shall be permanently retained and maintained thereafter.

Reason: In order to prevent any detrimental impacts of overlooking of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26

(Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 2 You are advised that the Transport Strategy Team should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. tel: 020-7974 5543 for further advice and information.
- 3 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 4 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

- 5 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.
- 6 With regard to condition no. 13 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 7 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 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.
- 10 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 11 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up-to-date ecological information and this will help in future decision making.
- 12 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 13 You are advised to contact London Underground Infrastructure Protection in

advance of preparation of final design and associated method statements, in particular with regard to: demolition; drainage; excavation; construction methods; security; boundary treatment; safety barriers; landscaping and lighting.

14 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth), CS4 (Areas of more limited change), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS7 (Promoting Camden's centres and shops), CS10 (Supporting community facilities and services), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling), CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP12 (Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses), DP15 (Community and leisure uses), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP27 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Improving access), DP30 (Shopfronts) and DP31 (Provision of, and improvements to public open space and outdoor sport and recreation facilities)

15 Furthermore the proposal accords with the specific policy requirements in respect of the following principal considerations:-

Provision of five high quality residential units and increase in amount of retail floorspace within this designated neighbourhood centre location. From a design perspective the contemporary approach preserves and enhances the character and appearance of the streetscape and local area. It would also preserve the setting of the adjoining listed building and offer an active frontage to the existing shared access road. The amenity of nearby occupiers would be maintained, in particular through the series of detailed measures outlined within the Construction Management Plan submitted. Most significantly access will be from the front of the site rather than the shared access point, thereby maintaining access to Globe Lawn Tennis Club and Russell Nurseries during the construction process. The careful design of the scheme also results in sufficient daylight and sunlight being maintained and there being no significant loss of outlook or overlooking. Nearby trees will be preserved, while new planting is also proposed. Thus in overall terms the proposals would optimise the use of a site and provide a high quality mixed use scheme.

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

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

DRAFT

DECISION

Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.24 "the Tree Works" the planting of a copper beach tree on Haverstock Hill and two ornamental pear trees to the rear of the Property whose location are marked on the plan attached hereto

2.24 "The Tree Contribution" the sum of £1,800 (one thousand eight hundred 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 carrying out the Tree Works in the vicinity of the Property

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 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 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date and not before.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE HOUSING

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the

Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan which will include details of a Construction Working Group to address the concerns of surrounding residents and will specifically include ward councillors and residents from Hepworth and Allington Court and the details of the Owner's liaison and method by which their contact information will be advertised to the community.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect, such approval not to be unreasonably withheld or delayed.

4.2.4 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.

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

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to:-

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

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

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

4.3.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Highways Certified Sum") expended by the Council in carrying out the Highway Works, such certificate not to be unreasonably withheld or delayed in being provided to the Owner

4.3.4 If the Highways Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess

4.3.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and

does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.4 ENVIRONMENTAL CONTRIBUTION

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

4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan, such approval not to be unreasonably withheld or delayed.
- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.6 EDUCATION CONTRIBUTION

4.6.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution.

4.6.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.7 PUBLIC OPEN SPACE CONTRIBUTION

4.7.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.7.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.8 SUSTAINABILITY PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan such approval not to be unreasonably withheld or delayed

4.8.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.9 TREES CONTRIBUTION

- 4.9.1 On or prior to the Implementation Date to pay to the Council the Tree Contribution in full.
- 4.9.2 Not to Implement or to allow Implementation until such time as the Council has received the Tree Contribution in full.
- 4.9.3 For the avoidance of doubt the Owner acknowledges that the Council does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs.
- 4.9.4 On completion of the Tree Works the Council will provide to the Owner a certificate specifying the sum ("the Trees Certified Sum") expended by the Council in carrying out the Tree Works, such certificate not to be unreasonably withheld or delayed in being provided to the Owner
- 4.9.5 If the Trees Certified Sum exceeds the Tree Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission 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 the Planning Permission reference 2012/5391/P the date upon which the Development is 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 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 (acting reasonably and properly at all times) shall (if requested to do so in writing and subject to payment of a reasonable fee of no more than £1000 in respect of each such obligation, such sum to be inclusive of the fees or costs of any other professional that the Council shall require to consult prior to issuing such certification) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2012/5391/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZN700 ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring

Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.7 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.

5.8 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 Central Statistical Office 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

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

5.9 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 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, Urban Design and Renewal, Planning and Public Protection, Culture and

Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2012/5391/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked , or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

6.9 Any approval, consent agreement or action to be given by the Council under this Agreement shall not be unreasonably withheld or delay.

7. **MORTGAGEE EXEMPTION**

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

8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
SASHA TRADERS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

[Signature]
.....
Director

[Signature]
.....
Director/Secretary

Executed as a deed by affixing the Seal of Yorkshire Building Society in the presence of: *[Signature]*

GLC/SY32/13

By authority of the Board of Directors

~~EXECUTED as a Deed~~)
~~By YORKSHIRE BUILDING SOCIETY~~)
~~By~~)
~~in the presence of:-~~)

.....

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

[Signature]
.....
Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

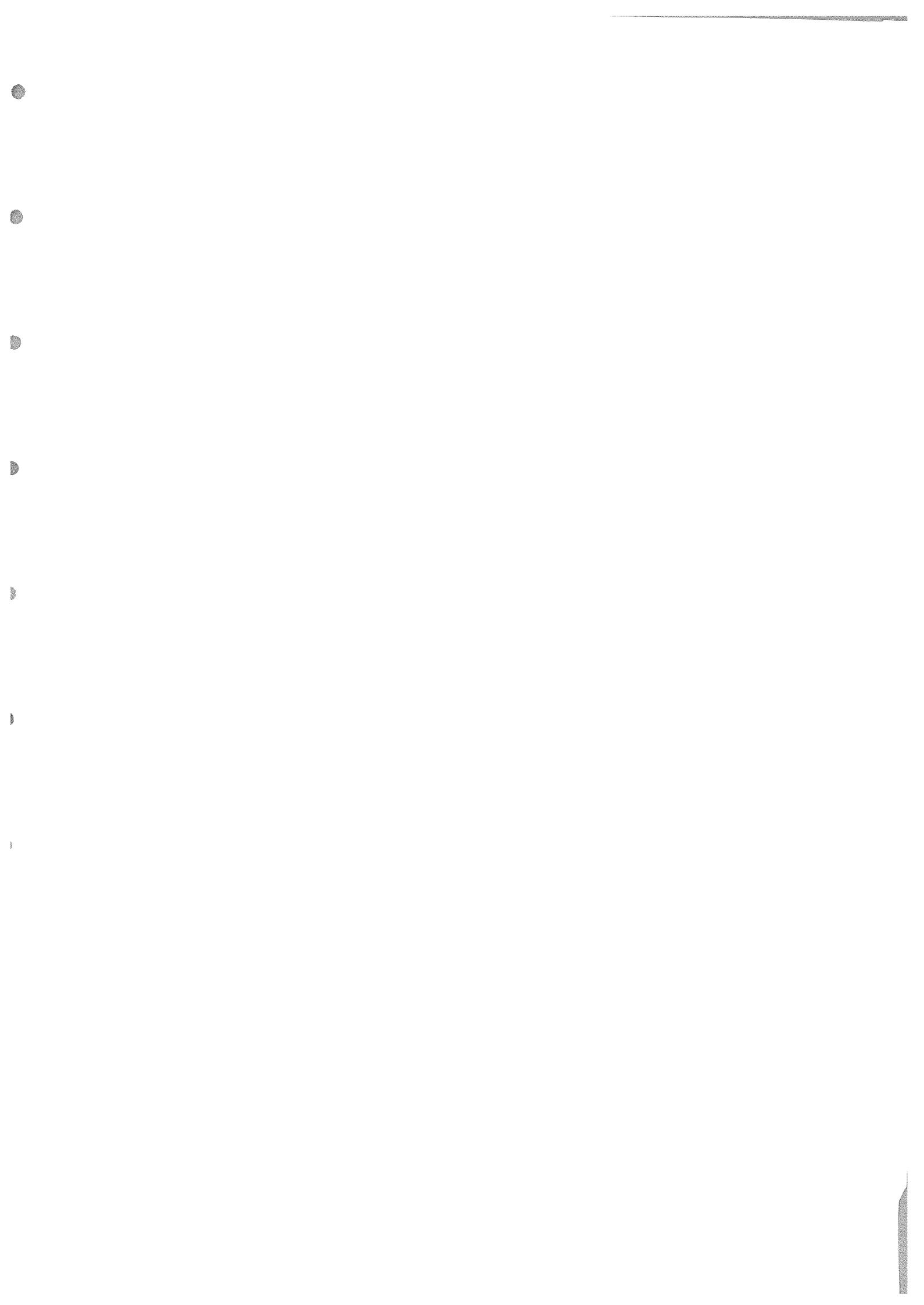
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

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DATED ~~29~~ 29 November 2013

(1) SASHA TRADERS LIMITED

and

(2) YORKSHIRE BUILDING SOCIETY

and

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

A G R E E M E N T
relating to land known as
192 Haverstock Hill, London NW3 2AJ

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962