

DATED

10 JUNE

2013

(1) CHERRY HILL LIMITED

and

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

A G R E E M E N T
relating to land known as

**Land off Netherhall Gardens to rear of 132-142 Finchley Road
London
NW3 5HS**

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

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

Tel: 020 7974 5647
Fax: 020 7974 1920

CLS/PK/1685.1797 (FINAL)



THIS AGREEMENT is made the 10th day of June 2013

B E T W E E N:

1. **CHERRY HILL LIMITED** (incorporated in the Bahamas under company registration number 95345B) whose registered office is at Suite 205, Bank Lane, PO Box N-8188, Nassau, Bahamas and whose address for service in the United Kingdom is Comer House, Station Road, New Barnet, Herts, EN5 1QJ (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL825895.
- 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 The Planning Application for the development of the Property was submitted to the Council and validated on 11th October 2012 and the Council resolved to grant permission conditionally under reference number 2012/5448/P subject to conclusion of this legal Agreement.
- 1.4 The Application for Conservation Area Consent for the development of the Property was submitted to the Council and validated on 20th October 2012 and the Council resolved to conservation area consent conditionally under reference number 2012/5479/C subject to conclusion of this legal Agreement.
- 1.5 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.

1.6 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 "the Application for Conservation Area Consent" an application for conservation area consent in respect of the development of the Property submitted to the Council and validated on 20th October 2012 under reference number 2012/5479/C
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.5 "Conservation Area Consent" a conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.6 "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 Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the 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; and
- (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

2.7 "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

2.8 "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

2.9 "the Development"

- (i) in respect of the Planning Permission: erection of single-family dwelling house comprising basement, ground and two upper floors (Class C3) (following demolition of existing garden walls) as shown on drawing numbers P-01 Rev C, P-02 Rev A, P-03 Rev G, P-04 Rev C, P-05 Rev E, Arbtech AIA 01, Arboricultural Development Report dated 21 November 2012, Arbtech TPP 01, Tree Survey to BS5837 dated July 2012, Planning Statement dated August 2012, Code for Sustainable Homes Report

prepared by FES dated July 2012, Construction Method Statement prepared by Mason Navarro Pledge dated July 2012, Lifetime Homes Standards dated August 2012 and Desk study and Ground Investigation Report prepared by Geotechnical and Environmental Associated dated July 2012.

(ii) in respect of the Conservation Area Consent:

demolition of existing garden walls as shown on the drawing numbers P-01 Rev C, P-02 Rev A, P-03 Rev G, P-04 Rev C and P-05 Rev E

2.10 "the Existing Buildings"

the garden walls existing at the Property

2.11 "the Highways Contribution"

the sum of £7,050 (seven thousand and fifty 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 ("the Highways Works"):

(i) to repave the existing crossover with artificial stone paving;

(ii) to provide dropped kerbs at either side of the turning head and the crossover adjacent to the property known as "The Cottage"; and

(iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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

2.12 "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 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.14 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.15 "the Parties"

the Council and the Owner

2.16 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 11th October 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/5448/P subject to conclusion of this Agreement

2.17 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.19 "the Property" the land known as Land off Netherhall Gardens to rear of 132-142 Finchley Road, London, NW3 5HS the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.21 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.22 "Residents Parking Permit" A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.23 "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;

(b) 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 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

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" 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 CAPPED**

- 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.

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 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.3 **HIGHWAYS**

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 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.3.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4 **SUSTAINABILITY PLAN**

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.4.3 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.
- 4.4.4 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.

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 2012/5448/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 shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council under **Clauses 4.2 (Construction Management Plan)** or **4.3 (Highways)** or **4.4 (Sustainability 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 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 reference 2012/5448/P.

5.7 Payment of the financial contribution pursuant to Clause 4.3 (**Highways**) 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 ZN684ZL065 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.

5.8 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 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

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

5.10 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/5448/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 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

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

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

Director Name: (CAPITALS))

DIMITRIOS PARASKEVOPOULOS

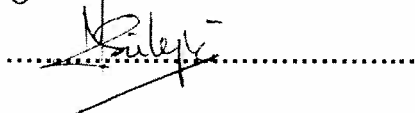
Director Signature:)



Director/Secretary Name (CAPITALS))

DOVESTAR SERVICES LTD

Director/Secretary Signature:)



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

T M Knowles

Authorised Signatory



THE 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) Any other relevant information with regard to traffic and transport.

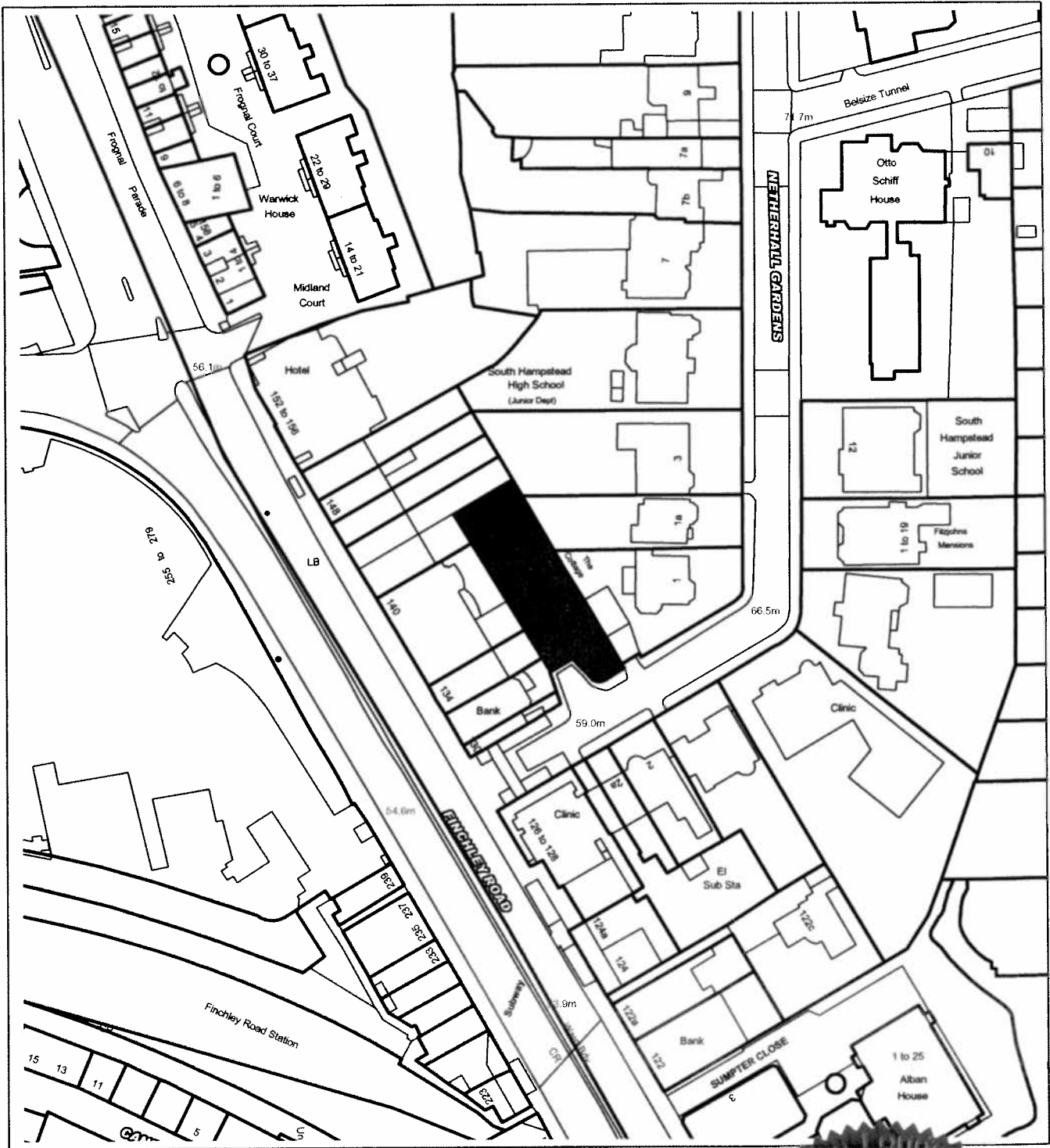
- v) The Construction Management Plan should also include the following statement:

"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

[Handwritten signature]
[Handwritten initials]

LAND OFF NETHERHALL GARDENS TO REAR OF 132-142 FINCHLEY ROAD, LONDON, NW3 5HS



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RGH
Friars Gap
Hitchin Road
Weston
Hitchin
Hertfordshire
SG4 7AXApplication Ref: **2012/5448/P**

12 March 2013

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Land off Netherhall Gardens to rear of 132-142 Finchley Road
London
NW3 5HS**

Proposal:

DECISION
Erection of single-family dwelling house comprising basement, ground and two upper floors (Class C3) (following completion of planning application) (Drawing Nos: P-01 Rev C, P-02 Rev A, P-03 Rev G, P-04 Rev C, P-05 Rev E, Arbtech AIA 01, Arboricultural Development Report dated 21 November 2012, Arbtech TPP 01, Tree Survey to BS5837 dated July 2012, Planning Statement dated August 2012, Code for Sustainable Homes Report prepared by FES dated July 2012, Construction Method Statement prepared by Mason Navarro Pledge dated July 2012, Lifetime Homes Standards dated August 2012 and Desk study and Ground Investigation Report prepared by Geotechnical and Environmental Associated dated July 2012.

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 P-01 Rev C, P-02 Rev A, P-03 Rev G, P-04 Rev C, P-05 Rev E, Arbtech AIA 01, Arboricultural Development Report dated 21 November 2012, Arbtech TPP 01, Tree Survey to BS5837 dated July 2012, Planning Statement dated August 2012, Code for Sustainable Homes Report prepared by FES dated July 2012, Construction Method Statement prepared by Manuvarro Pledge dated July 2012, Lifetime Homes Standard Code of Practice 2012 and Desk study and Ground Investigation Report prepared by Geo-Plan and Environmental Associated dated July 2012.

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Details of the privacy screens to be erected surrounding the terraces, including samples and details drawings shall be submitted to and approved in writing by the local planning authority, prior to occupation of the hereby approved dwelling and shall be permanently retained in accordance with the approved details.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Detailed drawings (scale 1:20) (including sections, elevations and plans as necessary) of the following shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development: i.e. windows, window openings, doors and balconies; and such works shall not be carried out otherwise than 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 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development Order) (Amendment) (No.2) 2008 or any Order revoking and re-enacting that Order, no development within Part 1 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 appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 All windows to the first floor level within the North East and South West elevations shall be obscure glazed and non-opening unless the parts of the window which can be opened are more than 1.7m above the floor of the room in which the window is installed.

Reason: To safeguard the amenities of the adjoining residents in accordance with the requirements of policies 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 neighbour) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Notwithstanding that the by approval of this application, no vehicles shall be parked on the development site at any time.

Reason: To ensure the development integrates with the surrounding transport network, promotes sustainable modes of transport and minimises the provision of on site car parking 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 Policies DP16 (The transport implications of development) and DP18 (Parking standards and limiting the availability of car parking) of the London Borough of Camden Local Development Framework Development Policies.

- 9 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 our heritage) and CS15 (Protecting and improving our parks and open spaces &

encouraging biodiversity) 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.

- 10 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation 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.

DRAFT

Reason: To ensure that the development is carried out within a reasonable period and to maintain a high quality landscape scheme in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) 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.

- 11 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 to the satisfaction of the Council. The trees to be retained shall be protected during construction in accordance with the Tree Preservation Byelaws of the Council and the Artech Environmental Services dated 1/7/2010 and the standards set out in BS 5837:2012.

DECISION

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 & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 12 Full details of a biodiverse, substrate-based extensive living roof shall be submitted to and approved by the Local Planning Authority, in writing, before the development commences. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied. This must include a detailed maintenance plan, details of its construction and the materials used, to include a section at a scale of 1:20, and full planting details.

The substrate depth should vary between 80mm and 150mm with peaks and troughs, but should average at least 130mm.

The design and planting scheme should be informed by a site biodiversity assessment and reflect the local conditions and species of interest. Extensive living

roofs should be planted with 16 plugs per m2.

Reason: To enhance the character and ecology of the development, to provide undisturbed refuges for wildlife, to promote sustainable urban drainage, and to enhance the performance and efficiency of the proposed building. To comply with policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies, London Plan Policies 5.10, 5.11 and 7.19, and National Planning Policy Framework section 11.

- 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 proposed dwellings.

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website

<http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 2 The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS4 (Areas of more limited change), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change though promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), CS16 (Improving Camden's health and well-being), CS18 (Dealing with our waste and encouraging recycling) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP3 (Promoting a mix of housing), DP6 (Lifetime homes and wheelchair homes), DP7 (The Transport Implications of Development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and limiting the availability of car parking), DP19 (Managing the impact of parking), 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). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report.

- 3 The Mayor of London has introduced a new levy (CIL) to help pay for Crossrail 1 from April 2012. Any new development over this time which adds more than 0.1ha of new floorspace 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

- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £18,500 (370sqm x £50). This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances.
- 5 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 Building Control Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel: 020 7974 6941).
- 6 Active bird nests are protected under the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests are highly likely to be present within the site during peak nesting season, considered by Natural England as between 1 March and 31 July. It should be noted that active nests are afforded legal protection at all times and can be encountered throughout a nesting season which may extend between mid February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests. For more information contact Natural England on 0800 078 078.
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Culture and Environment Directorate



RGH
Friars Gap
Hitchin Road
Weston
Hitchin
Hertfordshire
SG4 7AXApplication Ref: **2012/5479/C**
Please ask for: **Seonaid Carr**
Telephone: 020 7974 2766**DRAFT**
DECISION

Dear Sir/Madam

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990**Conservation Area Consent Granted**

Address:

**Land off Netherhall Gardens to rear of 132-142 Finchley Road
London
NW3 5HS****DECISION**

Proposal:

Demolition of existing garden walls.

Drawing Nos: P-01 Rev C, P-02 Rev A, P-03 Rev G, P-04 Rev C and P-05 Rev E

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

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies

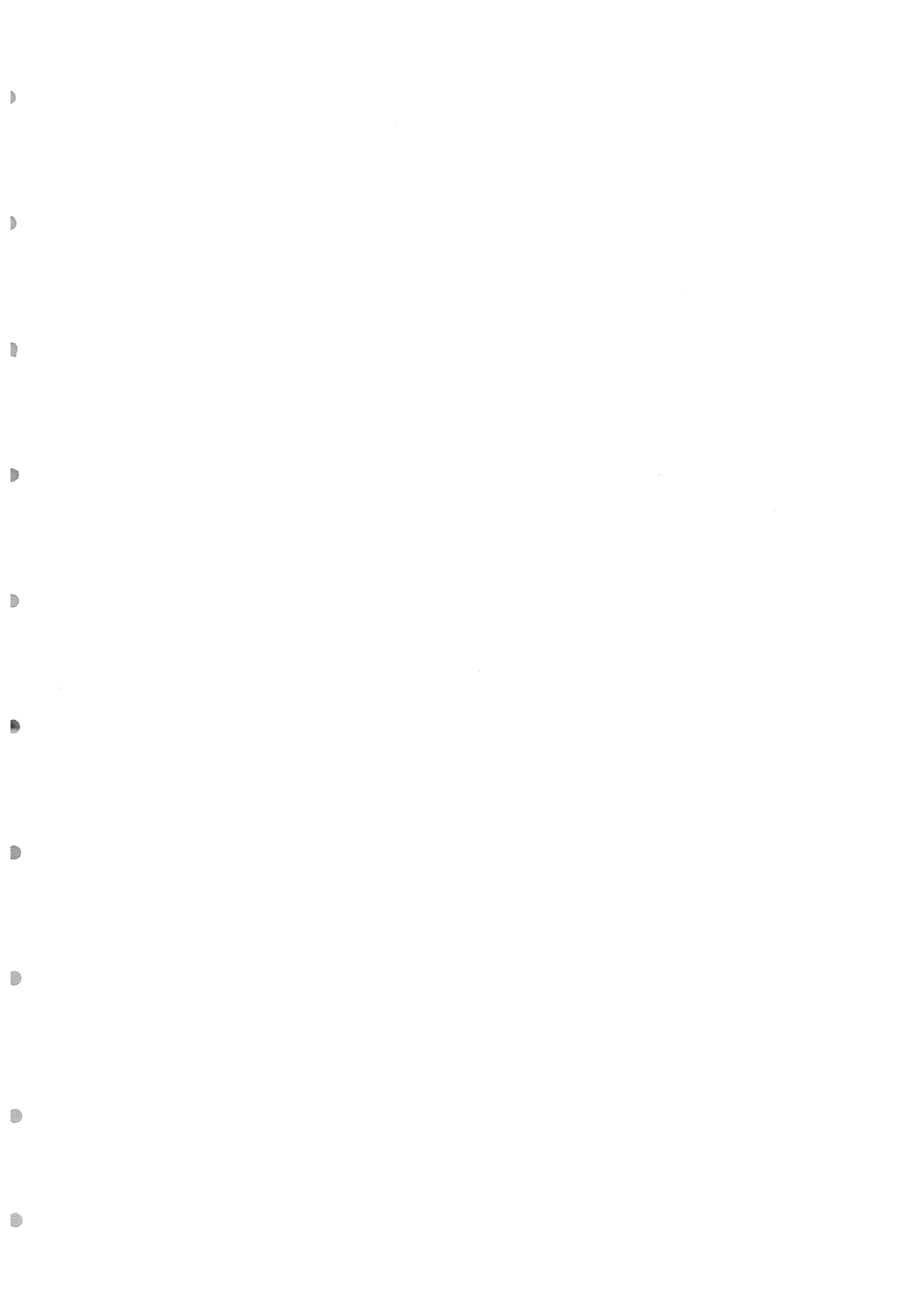
Informative(s):

- 1 Reasons for granting conservation area consent. The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS14 (Promoting high quality places and conserving our heritage) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP25 (Conserving Camden's heritage).
- 2 Noise from demolition **DRAFT** is subject to control under the Control of Pollution Act 1974 which means that any building works that can be heard at the boundary of this site by the 08.00 and 18.00 hours Monday to Friday and 08.00 to 18.00 hours on Saturdays and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Your proposals may be subject to control under the Building Regulations and/or the London Building Acts which govern the conditions for emergency escape, access and facilities for people with disabilities and other consultation between dwellings. You may also need to apply to the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 6641).

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)



DATED

10 JUNE

2013

(1) CHERRY HILL LIMITED

and

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

A G R E E M E N T
relating to land known as

**Land off Netherhall Gardens to rear of 132-142 Finchley Road
London
NW3 5HS**

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

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

Tel: 020 7974 5647
Fax: 020 7974 1920

CLS/PK/1685.1797 (FINAL)