

DATED 22ND FEBRUARY

2013

(1) IZABELLE INVESTMENTS LIMITED

and

(2) LLOYDS TSB OFFSHORE LIMITED

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

1 Dumpton Place and rear of 90-108 Gloucester Avenue, London NW1  
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  
Town Hall  
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London WC1H 9LP

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G:\case files\culture & env\planning\al\s106 Agreements\1 Dumpton Place  
CLS/COM/AL/1685.1687  
final 24.1.12  
2012/1209/P and 2012/1318/C

THIS AGREEMENT is made the 22<sup>ND</sup> day of FEBRUARY 2013

**B E T W E E N:**

- i. **IZABELLE INVESTMENTS LIMITED** (incorporated in British Virgin Islands) of BKS Family Office Limited, <sup>SECOND FLOOR, CHARLES BISSEAU HOUSE, 30-32 NEW STREET, ST HELIER, JERSEY JE1 8 FT</sup> ~~22 Colomberg, St Helier, Jersey JE1 4XA~~ and whose address for service in the UK is c/o Trowers & Hamlin LLP of 3 Bunhill Row London EC1Y 8YZ marked for the attention of Paul Marco (hereinafter called "the Owner") of the first part *DA Piper*
  - ii. **LLOYDS TSB OFFSHORE LIMITED** (incorporated in Jersey) of PO Box 10, 9 Broad Street, St Helier, Jersey JE4 8NG and whose address for service in the UK is c/o Lloyds TSB Bank PLC who have a registered office of 25 Gresham Street London EC2V 7HN <sup>marked for the attention of Robin Milne</sup> (hereinafter called "Mortgagee") of the second part *DA Piper*
  - 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 NGL775319 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 30 March 2012 and the Council resolved to grant permission conditionally under reference numbers 2012/1209/P and 2012/1318/C 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 NGL775319 and dated 2 October 2009 (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 | "Affordable Housing"                        | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with National Planning Policy Framework and successor documents |
| 2.3 | "the Agreement"                             | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.4 | "the Conservation Area Consent Application" | a conservation area consent application in respect of the development of the Property submitted to the Council and validated on 30  |

March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1318/C subject to conclusion of this Agreement

2.5 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "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):-

- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- b) incorporation of the provisions set out in the First Schedule annexed hereto

- c) incorporation of the provisions set out in the Second Schedule annexed hereto
- d) proposals to ensure there are no adverse effects on the Conservation Area features
- e) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- f) 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);
- g) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- h) 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
- i) A 24-hour phone hotline so that residents can complain about construction nuisance directly to the Owner.

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"

2012/1209/P: Erection of building comprising basement, ground, first, second and part third floor level to provide Class B1 business use and six residential houses (4 x 2 bed, 2 x 3 bed) (Class C3) (following demolition of existing car repair workshop building- Class B2) as shown on drawing numbers Site Location Plan; Drawing No(s) (Prefix) 5001A; 5002B; 5003C; 5004C; 5005C; 5006B; 5007B; 5011A; 5012B; 5021; 5013A; 5022B; 5023; 5024 - 5029; 5501 - 5504; 1005; 1001 - 1004; 5024; Transport Statement (RGP, Feb 2012); Phase 1 Environmental Assessment 1-2 Dumpton Place (Sarena Ltd, Aug 2010); Energy Statement (AJ Energy, Feb 2012); Sustainability Statement (AJ Energy, Feb 2012); Noise and Vibration Impact Assessment Report (WSP, 17/2/12); Report on Contaminated Land Initial Assessment (Knapp Hicks and Partners, March 2012); Design and Access Statement (PMA Architects, 26/1/12); Daylight and Sunlight Study (Rights of Light Consulting, 15/11/11); Daylight and Sunlight Study (Within

Development) (Rights of Light Consulting, 15/11/11); Basement Impact Assessment (BIA) Report (Knapp Hicks and Partners, Dec 2011); Planning Statement (CGMS, Feb 2012); Heritage Statement (CGMS, Feb 2012); Sedum Roof Specification Sheets 1-3 (Colvin and Moggeridge, 27/3/12); letter by James Kicks of PJM, 16/2/12); letter from Valerie Scott (CGMS, 13/4/12)

AND

2012/1318/C: Demolition of existing car repair workshop building as shown on drawing numbers 5501, 5502, 5503, 5504

2.10 "the Education Contribution"

the sum of £21,496.00 (twenty one thousand, four hundred and ninety six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.11 "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 document entitled Energy Statement (by AJ Energy, Feb 2012)
- b) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use

Reasonable Endeavours to target a reduction of at least 20% 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) all reasonable endeavours (unless it is demonstrated to the reasonable satisfaction of the Council that it is not feasible) to include measures to enable future connection to a local energy network at the boundary of the Property;
- e) 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;
- f) 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

- g) 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

2.12 "the Environmental Contribution"

the sum of £33,000.00 (thirty three thousand 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, towards environmental improvements to the public realm/landscaping of Dumpton Place following reasonable endeavours by the Council to consult with the local community

2.13 "the Financial Contributions"

the Education Contribution, Environmental Contribution and the Public Open Space Contribution

2.14 "the Highways Contribution"

the sum of £5864.67 (five thousand eight hundred and sixty four pounds and sixty seven pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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 repaving of the footpath and removing the existing vehicular crossovers ("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

2.15 "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

2.16 "the Level Plans"

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

2.17 "Occupation Date"

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

2.18 "the Parties"

mean the Council, the Owner and the Mortgagee

2.19 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 30 March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1209/P subject to conclusion of this Agreement

2.20 "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

- 2.21 "the Planning Permission" a planning permission for the Planning Application and conservation area consent for the Conservation Area Consent Application granted for the Development substantially in the draft forms annexed hereto
- 2.22 "the Property" the land known as 1 Dumpton Place and rear of 90-108 Gloucester Avenue, London NW1 the same as shown shaded grey on the plan annexed hereto
- 2.23 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.24 "the Public Open Space Contribution" the sum of £12,016 (twelve thousand and sixteen 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
- 2.25 "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
- 2.26 "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

2.27 "the Sustainability Plan"

a plan including a post construction review  
securing the incorporation of sustainability  
measures in the carrying out of the  
Development in its fabric and in its subsequent  
management and occupation which shall:-

- (a) be based on a Building Research  
Establishment Environmental  
Assessment Method assessment with a  
target of achieving a Very Good  
Excellent or Outstanding rating and  
attaining at least 60% of the credits in  
each of Energy and Water and 40% of  
the credits in Materials categories;
- (b) achieve at least Level 3 of the Code for  
Sustainable Homes 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;
- (c) 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 and  
satisfy the aims and objectives of the  
Council's strategic policies on  
sustainability contained within its  
Development Plan; and

- (d) 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

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.

- 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 Nothing in this Agreement shall prohibit or limit the right to develop and part of the Property in accordance with a planning permission (other than the one relating to the Development as specified in the Planning Application) granted (whether or not on appeal) after the date of this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Financial Contributions**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions.

4.2 **Highways Contribution**

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 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.

4.2.4 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.

4.2.5 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.

#### **4.3 Energy Efficiency and Renewable Energy Plan**

4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.3.2 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.

4.3.3 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.

4.3.4 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.

#### **4.4 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.

#### **4.5 Construction Management Plan**

4.5.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.5.2 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.

4.5.3 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.

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

#### **4.6 Car Capped**



4.6.1 To ensure that prior to occupying any 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.

4.6.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.6.1 above will remain permanently.

4.6.3 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 units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.6.1 of this Agreement.

#### 4.7 **Subsequent Affordable Housing**

4.7.1 If at any time after the date of this Agreement:-

- (a) Any planning permission is granted for the further development of the Property which gives consent to the development of additional residential units or additional floorspace for residential purposes;
- (b) any additional floorspace is created on the Property for residential purposes; and/or
- (c) any additional residential units are created within the Property

the Owner shall enter into a section 106 agreement with the Council to secure the following:-

4.7.2 That an appropriate percentage of the residential units created under clause 4.7.1 are provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution) such percentage to be applied to the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.7.1.

- 4.7.3 Not to Implement or allow Implementation of any of the additional residential floorspace created under Clause 4.7.1 of this Agreement until such time as the Owner has entered into a section 106 agreement with the Council to secure the additional units as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution).

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 references 2012/1209/P and 2012/1318/C 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 reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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 £1,000.00 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 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 2012/1209/P and 2012/1318/C.
- 5.7 Payment of the financial contribution pursuant to Clause 4.1 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 ZN555ZL065 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

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

- 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 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 2012/1209/P and 2012/1318/C 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 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 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.
- 6.9 The Council agrees with the Owner to act reasonably in exercising its discretion and in exercising its functions under this Agreement and where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement such approval, , agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

## **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 it is agreed that the Mortgagee (or any other mortgagee of the property from time to time) will only be bound by the

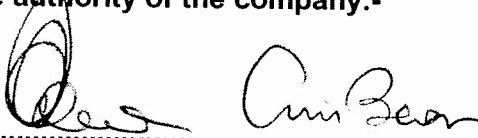
obligations contained in this Agreement in the event that it becomes a mortgagee in possession of the Property.

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 on behalf of )  
IZABELLE INVESTMENTS LIMITED )  
a company incorporated in )  
British Virgin Islands by PAUL )  
MARTIN SINEL AND CHRIS BEVAN )  
a persons who, in accordance with the )  
laws of that territory, is acting under )  
the authority of the company:- )

  
.....  
Authorised Signatories

EXECUTED AS A DEED on behalf of )  
LLOYDS TSB OFFSHORE LIMITED )  
a company incorporated in )  
Jersey by JOHN KIRT )  
a person who, in accordance with the )  
laws of that territory, is acting under )  
the authority of the company:- )

  
.....  
Authorised Signatory

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

  
.....  
Authorised Signatory



**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

#### B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.



## **THE SECOND 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](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**

CgMs Ltd  
Morley House  
26 Holborn Viaduct  
LONDON  
EC1A 2AT

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

Application Ref: **2012/1209/P**

18 October 2012

Dear Sir/Madam

**DRAFT**

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**1 Dumpton Place and  
rear of 90-108 Gloucester Avenue  
London  
NW1**

Proposal:

**DECISION**

Erection of building comprising basement, ground, first, second and part third floor level to provide Class B1 business use and six residential houses (4 x 2 bed, 2 x 3 bed) (Class C3) (following demolition of existing car repair workshop building- Class B2).

Drawing Nos: Transport Statement (RGP, Feb 2012); Phase 1 Environmental Assessment 1-2 Dumpton Place (Sarena Ltd, Aug 2010); Energy Statement (AJ Energy, Feb 2012); Sustainability Statement (AJ Energy, Feb 2012); Noise and Vibration Impact Assessment Report (WSP, 17/2/12); Report on Contaminated Land Initial Assessment (Knapp Hicks and Partners, March 2012); Design and Access Statement (PMA Architects, 26/1/12); Daylight and Sunlight Study (Rights of Light Consulting, 15/11/11); Daylight and Sunlight Study (Within Development) (Rights of Light Consulting, 15/11/11); Basement Impact Assessment (BIA) Report (Knapp Hicks and Partners, Dec 2011); Planning Statement (CGMS, Feb 2012); Heritage Statement (CGMS, Feb 2012); Sedum Roof Specification Sheets 1-3 (Colvin and Moggeridge, 27/3/12); letter by James Kicks of PJM, 16/2/12); letter from Valerie Scott (CGMS, 13/4/12).

Site Location Plan; Drawing No(s) (Prefix) 5001A; 5002B; 5003C; 5004C; 5005C; 5006B; 5007B; 5011A; 5012B; 5021; 5013A; 5022B; 5023; 5024 - 5029; 5501 - 5504; 1005; 1001 - 1004; 5024;

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans Site Location Plan; Drawing No(s): Site Plan; 5001A; 5002B; 5003C; 5004C; 5005C; 5006B; 5007B; 5011A; 5012B; 5013A; 5021A; 5022B; 5023; 5024 - 5029; 1001; 1002; 1003; 1004; 1005; Transport Statement (RGP, Feb 2012); Phase 1 Environmental Assessment 1-2 Dumpton Place (Sarena Ltd, Aug 2010); Energy Statement (AJ Energy, Feb 2012); Sustainability Statement (AJ Energy, Feb 2012); Noise and Vibration Impact Assessment Report (WSP, 17/2/12); Report on Contaminated Land Initial Assessment (Knapp Hicks and Partners, March 2012); Design and Access Statement (PMA Architects, 26/1/12); Daylight and Sunlight Study (Rights of Light Consulting, 15/11/11); Daylight and Sunlight Study (Within Development) (Rights of Light Consulting, 15/11/11); Basement Impact Assessment (BIA) Report (Knapp Hicks and Partners, Dec 2011); Planning Statement (CGMS, Feb 2012); Heritage Statement (CGMS, Feb 2012); Sedum Roof Specification Sheets 1-3 (Colvin and Moggeridge, 27/3/12); letter by James Kicks of PJM, 16/2/12); letter from Valerie Scott (CGMS, 13/4/12) .

Reason:

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

- 3 All hard and soft landscaping works shall be carried out to a reasonable standard 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 or prior to the occupation for the permitted use 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 Council gives

written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (Amendment) (No.2) (England) Order 2008 no development within Class A of that Order or any successive Orders replacing that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS5 and CS14, of the London Borough of Camden Local Development Framework Core Strategy and DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the development commences, details of the proposed cycle storage area for 15 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies..

- 6 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 and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The flat roofs of the buildings hereby approved shall not be used as roof terraces other than those areas indicated as such on the drawings hereby approved and access onto the roofs shall be for maintenance of the building only and for no other purposes.

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

- 8 Prior to occupation of the development the waste storage and recycling facilities hereby approved shall be provided in full and shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the future occupiers, adjoining premises and the area generally in accordance with the requirements of policies 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..

- 9 No development shall take place until: a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details. c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with 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..

- 10 Before the use commences sound insulation shall be provided for the building in accordance with a scheme to be first approved by the local planning authority. The use shall thereafter not be carried out other than in complete compliance with the approved scheme.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies 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.

- 11 Prior to the first occupation of the building a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for an initial scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason:

To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies..

- 12 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained and maintained, unless prior written permission is given by the local planning authority.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 A Sample panel of the facing brickwork and other facing materials demonstrating the proposed colour, texture, face-bond and pointing (as appropriate) shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample 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.

- 14 Detailed drawings and/or samples of the following shall be submitted to and approved in writing by the Council before any work is commenced on the relevant part of the development:

- A) all new windows/fenestration and doors (scale 1:10),
- B) the residential gate (scale 1:25)
- C) the entrance door to the employment space (scale 1:25)

The relevant part of the 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.



- 15 No development shall take place until full details of hard and soft landscaping , pergolas and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. 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 enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Before the use commences, full details of any extract ventilating system, air-conditioning and/or any other externally mounted plant/mechanical equipment shall be submitted for approval by the local planning authority including details of acoustic isolation and sound attenuation. The development shall only be carried out in accordance with any scheme approved by the Council. The acoustic isolation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Prior to occupation of the development the south-west facing windows to the second floor windows of houses 5 and 6, and to the south-west elevation to the third floor of the commercial building on the approved drawings, all of which face towards Gloucester Avenue, shall be fixed shut and fitted with obscure glazing to a height of 1.8m internally and shall be permanently retained and maintained as such thereafter.

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.

- 18 A 1.8 metre high screen, details of which shall have been submitted to and approved by the Council, shall be erected on the south-west boundary of the proposed roof terraces and all south-west facing atrium glazing shown on the approved drawings prior to commencement of use of the roof terraces and shall be permanently retained and maintained thereafter.

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.

- 19 Details of proposed slab levels and building heights of the proposed development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved in writing by the local planning authority before development commences. The development shall not be carried out other than in accordance such details as approved.

Reason: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the amenities of the area and the availability of light enjoyed by nearby premises, in accordance with policies CS5 of the Core Strategy and DP26 of the Development Policies of the Camden Local Development Framework.

- 20 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of 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.

- 21 Details of security measures including lighting to entrance areas, windows, entrances/exits, CCTV (including camera positions, plus appearance of cameras, mountings and any other associated equipment) and other related measures shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall be carried out in accordance with any such approved measures.

Reason: To ensure that suitable measures are taken in respect of community safety/security of the site in its location, in accordance with Policy CS17 of the Core Strategy of the Camden Local Development Framework.

- 22 Prior to occupation of the development, details of a movement sensitive lighting system to be used for the commercial building to ensure that lights switch off when rooms or areas of the building are not in use shall be submitted to the local planning authority for approval. The development of the commercial building shall only be carried out in accordance with any such approved details and shall be maintained as such for as long as the development remains in existence.

Reason: To safeguard the residential amenities of nearby residential occupiers 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.

- 23 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities

shall be submitted to and approved in writing by the Council 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.

- 24 No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with the relevant water or sewerage undertaker. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water and sewerage utility infrastructure. Piling has the potential to impact on local underground water and sewerage utility infrastructure. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

Informative(s):

- 1 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 2363).
- 2 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.
- 3 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](mailto:CIL@Camden.gov.uk)

- 4 With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. The developer should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777. Reason - to ensure that the surface water discharge from the site shall not be detrimental to the existing sewerage system.

Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing [wwriskmanagement@thameswater.co.uk](mailto:wwriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality). Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

Recent legal changes under The Water Industry (Scheme for the Adoption of private sewers) Regulations 2011 mean that the sections of pipes you

- 5 The London Water Ring Main or a large diameter stored water tunnel is in the area and special precautions will be required to avoid any damage that may occur as a result of the proposed development. Please contact Developer Services, Contact Centre on Telephone No: 0845 850 2777 for further information.

Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

- 6 Reasons for granting planning permission/conservation area consent

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy and Development Policies 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), CS8 (Promoting a successful and inclusive Camden economy), 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 Our Heritage), CS15 (Protecting and Improving our Parks and Open Spaces & encouraging Biodiversity), CS17 (Making Camden a safer place), CS18 (Dealing with Our Waste and Encouraging Recycling), DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP3 (Contributions to the supply of Affordable Housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment premises and sites), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of 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) DP31 (Provision of, and improvements to, public open space and outdoor sport and recreation facilities), DP32 (Air Quality and Camden's Clear Zone). Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerat

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

**1 Dumpton Place  
and rear of 90-108 Gloucester Avenue  
London NW1 2012/1209/P**



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DATED *22ND FEBRUARY* 2013

(1) IZABELLE INVESTMENTS LIMITED

and

(2) LLOYDS TSB OFFSHORE LIMITED

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  
1 Dumpton Place and rear of 90-108 Gloucester Avenue, London NW1  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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