

DATED

14 December

2012

(1) ABK PROPERTIES LIMITED

and

(2) J T ASSOCIATES LTD

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
25B FROGNAL
LONDON NW3 6AR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
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Judd Street
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Tel: 020 7974 1478
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CLS/COM/SW/1685.1773
V FINAL



THIS AGREEMENT is made the 14 day of December 2012

B E T W E E N:

1. **ABK PROPERTIES LIMITED** (Co. Regn. No. 06520610) whose registered office is at 175A Hoe Street, Walthamstow, London E17 3AP (hereinafter called "the Freeholder") of the first part
2. **J T ASSOCIATES LTD** (Co. Regn. No. 3233343) care of Elliots Bond & Banbury whose registered office is at St George House, 215-219 Chester Road, Manchester, Lancashire M15 4JE (hereinafter called "The Interested Party") of the second part
3. **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

WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL163389.
- 1.2 The Interested Party has entered into an Agreement for Sale of the Property dated 22 June 2012 and registered under Title Number NGL163389.
- 1.3 The Freeholder is the freehold Owner of the Property and the Interested Party has an equitable interest in the Property and are both interested in the Property for the purposes of Section 106 of the Act.
- 1.4 The Freeholder and the Interested Party shall hereinafter be referred to together as "the Owner".
- 1.5 A planning application for the Development of the Property was submitted to the Council and validated on 15 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/3265/P subject to conclusion of this legal Agreement.

1.6 An application for conservation area consent in respect of the Development of the Property was submitted to the Council and validated on 15 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/3395/C.

1.7 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.

1.8 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.

1.9 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 |
| 2.4 | "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 15 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3395/C. |

- 2.3 "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
- 2.4 "Conservation Area Consent" conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.5 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the substantial demolition of the existing building 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 after consultation with the owner occupiers of adjoining properties and freeholder(s) of the access way on the contents of the proposed plan 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 the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the Conservation Area features
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) 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) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the substantial demolition of the existing building

2.7 "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

2.8 "the Development"

(a) Planning Permission

erection of two-storey building as extension to existing retained structure (following substantial demolition of existing dwellinghouse), alterations to all elevations including fenestration and facing materials all in connection with use as a dwellinghouse (Class C3) as shown on drawing numbers 051-01a; 051-02; 1579/AR01; 1579/AR03A; 1579/DD01; 1579/DD02; Code for sustainable homes produced by Wessex Energy Associates dated November 2011; BAT Survey produced by Furesfen dated July 2012; Construction Management Plan Version 1.1 produced by the Structural Engineering and Design Consultancy (SEDC) dated May 2012; Structural Design Statement Revision 1.1 produced by SEDC; Design and Access Statement produced by Paul Shekleton Architects; Arboricultural Implications Assessment produced by Wood Consulting dated 22nd May 2012.

	<p>(b) Conservation Area Consent</p> <p>substantial demolition of existing 2-storey dwellinghouse and outbuilding (Class C3) as shown on drawing numbers 1579/DD01; DD02; 051-01A; 051-2</p>
2.9	<p>"the Highways Contribution"</p> <p>the sum of £4,400 (four thousand four hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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"):-</p> <ul style="list-style-type: none"> (i) reconstruction of the existing concrete access (ii) reconstruction of the footway either side of the crossover (iii) any other works required as a direct result of the development including such works as considered necessary by Council <p>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 <u>excludes any statutory undertakers costs</u></p>
2.10	<p>"the Implementation Date"</p> <p>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</p>

- 2.12 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.11 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council and the Owner
- 2.13 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 15 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3265/P subject to conclusion of this Agreement
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 25B Frognal London NW3 6AR the same as shown shaded grey on the plan annexed hereto

2.19 “the Public Highway”

any carriageway footway and/or verge adjoining
the Property maintainable at public expense

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 and Conservation Area Consent 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**

4.1. **CAR CAPPED**

- 4.1.1. The Owner hereby covenants with the Council to ensure that prior to Occupying 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 **HIGHWAYS WORKS**
- 4.2.1 The Owner further hereby covenants with the Council to:
- 4.2.2 Ensure that on or prior to the Implementation Date to:-
- (a) pay to the Council the Highways Contribution in full; and
 - (b) submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to allow Implementation until such time as the Council has:-
- (a) received the Highways Contribution in full; and
 - (b) approved the Level Plans as demonstrated by written notice to that effect.

4.2.4 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.

4.2.5 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.

4.2.6 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 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 The Owner further hereby covenants with the Council to:

4.3.2 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.3.3 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.4 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

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

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 2012/3265/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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2012/3265/P.
- 5.7 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN580ZL065 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

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

- 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 2012/3265/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 together with the Council's monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner or The Interested Party 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. **JOINT AND SEVERAL LIABILITY**

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

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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
25B FROGNAL, LONDON NW3 6AR

THE COMMON SEAL OF/
EXECUTED AS A DEED BY
ABK PROPERTIES LIMITED
was hereunto affixed
in the presence of:-/
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

THE COMMON SEAL OF/
EXECUTED AS A DEED BY
J T ASSOCIATES LTD
was hereunto affixed
in the presence of:-/
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

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

.....
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."

Paul Sheckleton Architects
67 Orford Road
Walthamstow
London
E17 9NJ

Application Ref: **2012/3265/P**

30 November 2012

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:
**25B Frognal
London
NW3 6AR**

DECISION
Proposal:
Erection of two-storey building with extension, including substantial demolition and reconstruction of existing structure (following substantial demolition and reconstruction of existing structure) including fenestration and facing materials all in connection with use as a dwellinghouse (Class C3).
Drawing Nos: 051-01a; 051-02; 1579/AR01; 1579/AR03A; 1579/DD01; 1579/DD02; Code for sustainable homes produced by Wessex Energy Associates dated November 2011; BAT Survey produced by Furesfen dated July 2012; Construction Management Plan Version 1.1 produced by the Structural Engineering and Design Consultancy (SEDC) dated Mat 2012; Structural Design Statement Revision 1.1 produced by SEDC; Design and Access Statement produced by Paul Shekleton Architects; Arboricultural Implications Assessment produced by Wood Consulting dated 22nd May 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**.

- 4 No development shall take place until full details of hard and soft landscaping (including replacement trees) and means of enclosure of all un-built, open areas have been submitted to and approved in writing by the local planning authority. 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 and CS15 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.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 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 No lights, meteorological instruments, pipework, telecommunications equipment, alarm boxes, fire alarm call points or other signs or notices shall be placed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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 Prior to commencement 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 first occupation of the development and thereafter permanently 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 policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

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

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the amenity of the area in accordance with the requirements of Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority before any works on site are commenced. 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 will not have an adverse effect on existing trees and in order to maintain the amenity of the area in accordance with the requirements of Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 10 Notwithstanding the drawings hereby approved the entire roof of the dwelling shall be a green roof and prior to commencement of the development, full details in respect of this green roof shall be submitted to and approved in writing by the local planning authority. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

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

- 12 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 the newly extended residential dwellinghouse.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to occupation of the development, the applicant shall have constructed and implemented all the measures contained in the Code for Sustainable Homes document (produced by Wessex Energy Associates dated November 2011) and such measures shall be permanently retained and maintained thereafter.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Before the development commences, details of any cycle storage area for 2 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the newly extended residential dwelling, and permanently 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.

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 approved and who will be liable.

The proposed charge is a levy on new floorspace in all uses except affordable housing, education, health care and registered 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 need to be paid when and how to pay. For a new development, CIL will be payable at the commencement of development with a minimum charge of £250 per sqm. A 20% discount will be added to the CIL payment. Other discounts are available for certain types of development. 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 the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up to date ecological information and this will help in future decision making
- 5 Active bird nests are protected under Part 1 of 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 is in use or being built. Active nests are highly likely to be present within the site during the 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, building and other structures may be cleared at any time of year where a survey (undertaken by a suitably qualified person) can establish if active nests are absent. For further information contact Natural England on 0845 600 3078.

- 6 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure, capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.

- 7 You are reminded that litter and refuse should not be deposited on the public footpath, or forecourt area at any time, and your usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5, or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>

- 8 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, Amyle Street, WC1H 8EQ

- 9 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 (Distribution of growth); CS4 (Areas of more limited change); CS5 (Managing the impact of growth and development); CS6 (Providing quality homes); 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 and encouraging biodiversity); CS16 (Improving Camden's health and well-being); CS18 (Dealing with Our Waste and Encouraging Recycling); CS19 (Delivering and monitoring the core strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to 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); DP16 (The Transport Implications of Development); DP17 (Walking, cycling and public transport); DP18 (Parking standards and limiting the availability of car 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); DP28 (Noise

and Vibration); DP29 (Improving access); DP32 (Air quality and Camden's Clear Zone).

10 Reasons for granting planning permission (continued)

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- the substantial demolition of the existing building on this site is considered acceptable in the context of its neutral contribution to the character and appearance of the conservation area. The design of the newly extended dwelling would be an enhancement over and above the existing building in terms of its architectural quality. The overall scheme would preserve the character and appearance of the conservation area. The newly extended dwelling would not harm the neighbour amenity in terms of light, outlook, privacy or noise and parking conditions. The new accommodation would receive adequate levels of amenity to complement the site and surroundings. The newly extended dwelling would meet a sustainability and accessibility standards. Contributions will be sought to offset the need to mitigate against any harmful impact on local amenity.

Yours faithfully

Culture and Environment Directorate

DECISION

Paul Sheckleton Architects
67 Orford Road
Walthamstow
London
E17 9NJ

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

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

Application Ref: **2012/3395/C**
Please ask for: **Elaine Quigley**
Telephone: 020 7974 5101

DRAFT No 12
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:
25B Frognal
London
NW3 6AR

DECISION

Proposal:
Substantial demolition of existing single-family dwellinghouse and outbuilding (Class C3)
Drawing Nos: 1579/DD01; DD02; 051-01a; 051-02.

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 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.

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 DP24 (Securing high quality design) and DP25 (Conserving Camden's

DRAFT

Your attention is drawn to the attached leaflet 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)

DECISION

25B Frognal, London, NW3 6AR



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DATED

14 December

2012

(1) ABK PROPERTIES LIMITED

and

(2) J T ASSOCIATES LTD

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
25B FROGNAL
LONDON NW3 6AR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1478
Fax: 020 7974 1920

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