

DATED

4 April

2012

(1) SUZI LILIANNA MALIN HYAMS,
OLIVER PIERS NATHANIAL MALIN-HYAMS
and ANGELICA ROSE CAROL MALIN-HYAMS

and

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

A G R E E M E N T
relating to land known as
158A Mill Lane, London NW6 1TF
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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CLS/COM/AL/1685.1292
final 01.02.12

THIS AGREEMENT is made the 4th day of April 2012

B E T W E E N:

- i. **SUZI LILIANNA MALIN HYAMS, OLIVER PIERS NATHANIAL MALIN-HYAMS and ANGELICA ROSE CAROL MALIN-HYAMS** of 54 Sheringham, St Johns Wood Park, London NW8 6RA (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 LN237890.
- 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 6 September 2011 and the Council resolved to grant permission conditionally under reference number 2011/4213/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's Project Manager certifying that the Development has been completed |
| 2.4 | "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 |
| 2.5 | "Construction Management Plan" | <p>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):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental</p> |

protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

(vii) a statement acknowledging the development timetable and construction plans for 152-158 Mill Lane and giving details of the measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the timetable of this Development in cognisance of the 152-158 Mill Lane development timetable including the effects on local amenity and to protect the safety and operation of the highways network

(viii) effects on the structural integrity of the highway including structural calculations and measures to maintain the structural integrity of the highway to be prepared and undertaken by a suitably qualified engineer (for consideration by the Councils highways structural engineers)

2.6 "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

2.7 "the Development"

Erection of a five storey plus basement building comprising of 6 residential units (1 x 1 bedroom flats, 4 x 2 bedroom and 1 x 3 bedroom) (Class C3) with a single off street parking space, front and rear roof terraces and balconies and photovoltaic panels to the roof at fourth floor

level following the demolition of existing artists studio (Sui Generis) as shown on drawing numbers Planning energy statement by Leema Technologies Ltd Rev A dated 14th December 2011; Code for Sustainable Homes Design stage Report by Leema technologies undated ref 004037-111025-1275; Groundwater Impact Assessment by Chord Environmental Ltd dated Nov 2011; Technical note by Elliottwood on SUDs feasibility dated 24 October 2011; Ground/slope stability screening assessment by RSK dated Nov 2011; Preliminary Structural Engineering report by Elliottwood revision P1 dated Nov 2011; Arboricultural report by Crown Consultants dated 21 Nov 2011; Lifetimes Homes Statement by SpaceAgent dated 06.09.2011; Flood risk and surface water assessment by Elliottwood revision P1; Site location plan; MIL_E02a, _E07b, _E08b, _E09b, _P01u, _P02u, _P03u, _P04u, _P05u, _P06u, _P07u, _P08u, _P09u, _P10u2, _P11u2

2.8 "the Education Contribution"

the sum of £15,174.00 (fifteen thousand one hundred and seventy four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.9 "the Highways Contribution"

the sum of £13,000.00 (thirteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in 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 the footway adjacent to the site and incorporating a new vehicular crossover including the relocation of existing street lighting column ("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 including any service relocations required as a result of providing the new crossover

2.10 "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

2.11 "the Level Plans"

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

2.12 "the Off-Site Landscaping"

the felling of the existing 5 trees by the Council and the provision and planting of 4 heavy standard sized trees for planting by the Council in the neighbouring laneway in the location shown on plans 08255/B/TPLP Rev 1 and 08255/B/TCP Rev 1 contained in the approved Arboricultural Report by Crown Consultants

- 2.13 "the Off-Site Landscaping Contribution" the sum of £2246.86 (two thousand two hundred and forty six pounds and eighty six pence) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt to carry out the Off-Site Landscaping 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
- 2.14 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.15 "the Parties" mean the Council and the Owner
- 2.16 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 6 September 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/4213/P subject to conclusion of this Agreement
- 2.17 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.19 "the Property" the land known as 158A Mill Lane, London NW6 1TF the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.21 "the Public Open Space Contribution" the sum of £8350.00 (eight thousand three hundred and fifty 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
- 2.22 "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
- 2.23 "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

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 or 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 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 Education Contribution

4.1.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.2 Public Open Space Contribution

4.2.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.3 Highways Contribution

4.3.1 On or prior to the Implementation Date to:-

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

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

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

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in

carrying out the Highway Works.

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

4.4 Off-site Landscaping

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Off-site Landscaping Contribution.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Off-site Landscaping Contribution.
- 4.4.3 On or prior to the Implementation Date to discuss with the Council a schedule for the Off Site Landscaping works and not to Implement or to permit Implementation until such time as the Council has confirmed in writing the outcome of the discussions. Both parties acknowledge that the Off Site Landscaping works are season dependent and that the Council will not fell trees if being nested by birds (usually March – September) and successful planting would usually take place October – March.
- 4.4.4 For the avoidance of doubt the Owner acknowledges that the Council does not undertake any responsibility in connection with any required statutory undertakers works and that the Off-site Landscaping Contribution excludes any statutory undertakers costs.
- 4.4.5 On completion of the Off-Site Landscaping the Council may provide to the Owner a certificate specifying the sum (“the Off-Site Landscaping Certified Sum”) expended by the Council in carrying out the Off-Site Landscaping.
- 4.4.6 If the Off-Site Landscaping Certified Sum exceeds the Off-Site Landscaping Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.5 Construction and Demolition 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 Free Development

- 4.6.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.6.2 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 residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.6.1 of this Agreement.

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 2011/4213/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000.00 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 2011/4213/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4.1, 4.2, 4.3 and 4.4 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 ZN320ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is 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 2011/4213/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights,

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

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

7. JOINT AND SEVERAL LIABILITY

7.1 All Covenants made by Suzi Lilianna Malin Hyams, Oliver Piers Nathaniel Malin-Hyams and Angelica Rose Carol Malin-Hyams in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

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

THE FIRST SCHEDULE

Construction Management Plan

Highway Measures

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

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

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

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

CONTINUATION OF A SECTION 106 AGREEMENT REGARDING 158A MILL LANE
LONDON NW6 1TF AND 2011/4213/P

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

EXECUTED AS A DEED BY
SUZI LILIANNA MALIN HYAMS
in the presence of:

) Suzi Lilianna
)
) X Masem H

.....
Witness Signature

Witness Name

Address

Occupation

Sam Freeman
51 Elizabeth GDS
Isleworth TW7 7BD
X Co. Director X

EXECUTED AS A DEED BY
OLIVER PIERS NATHANIAL
MALIN-HYAMS
in the presence of:

)
)
) X O P N H
)
)
)

.....
Witness Signature

Witness Name

Address

Occupation

Sam Freeman
51 Elizabeth GDS
Isleworth TW7 7BD
X Co. Director X

EXECUTED AS A DEED BY
ANGELICA ROSE CAROL MALIN HYAMS
in the presence of:

)
)
) X
)
)
)

.....
Witness Signature

Witness Name

Address

Occupation

Sam Freeman
51 Elizabeth GDS
Isleworth TW7 7BD
X Co. Director X

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

.....
Authorised Signatory





3

SpaceAgent Architects Ltd.
52 Great Eastern Street London
EC2A 3EP

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

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

Application Ref: **2011/4213/P**

12 January 2012

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**158 A
Mill Lane
London
NW6 1TF**

Proposal:

DECISION
Erection of a five storey plus basement building comprising of 6 residential units (1 x 1 bedroom flats, 4 x 2 bedroom and 1 x 3 bedroom) (Class C3) with a single off street parking space, front and rear roof terraces and balconies and photovoltaic panels to the roof at fourth floor level following the demolition of existing artists studio (Sui Generis).

Drawing Nos: Planning energy statement by Leema Technologies Ltd Rev A dated 14th December 2011; Code for Sustainable Homes Design stage Report by Leema technologies undated ref 004037-111025-1275; Groundwater Impact Assessment by Chord Environmental Ltd dated Nov 2011; Technical note by Elliottwood on SUDs feasibility dated 24 October 2011; Ground/slope stability screening assessment by RSK dated Nov 2011; Preliminary Structural Engineering report by Elliottwood revision P1 dated Nov 2011; Arboricultural report by Crown Consultants dated 21 Nov 2011; Lifetimes Homes Statement by SpaceAgent dated 06.09.2011; ; Flood risk and surface water assessment by Elliottwood revision P1; Site location plan; MIL_E02a, _E07b, _E08b, _E09b, _P01u, _P02u, _P03u, _P04u, _P05u, _P06u, _P07u, _P08u, _P09u, _P10u2, _P11u2;

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

a) Typical details of balconies with balustrades and solar panels at a scale of 1:20, including materials and finish.

b) Plan, elevation and section drawings of typical external doors, windows and juliet balconies, at a scale of 1:20, including materials and finish

c) A Sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided and retained on site during the course of the works.

d) A sample of the external roof surfaces (excluding brown roof elements)

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 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to the commencement of use of the rear third roof terrace to Flat F, a 1.8 metre high screen, details of which shall have been submitted to and approved by the Council, shall be erected on the East side of the terrace 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.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the 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.

- 5 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. 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 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.

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive facade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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 DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to first occupation of the development, the area identified on the approved ground floor plans for cycle storage area shall be fitted with secure parking for at least 7 bicycles and shall be 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.

- 8 The development hereby permitted shall be carried out in accordance with the following approved plans:

Planning energy statement by Leema Technologies Ltd Rev A dated 14th December 2011; Code for Sustainable Homes Design stage Report by Leema technologies undated ref 004037-111025-1275; Groundwater Impact Assessment by Chord Environmental Ltd dated Nov 2011; Technical note by Elliottwood on SUDs feasibility dated 24 October 2011; Ground/slope stability screening assessment by RSK dated Nov 2011; Preliminary Structural Engineering report by Elliottwood revision P1 dated Nov 2011; Arboricultural report by Crown Consultants dated 21 Nov 2011; Lifetimes Homes Statement by SpaceAgent dated 06.09.2011; ; Flood risk and surface water assessment by Elliottwood revision P1; Site location plan; MIL_E02a, _E07b, _E08b, _E09b, _P01u, _P02u, _P03u, _P04u, _P05u, _P06u, _P07u, _P08u, _P09u, _P10u2, _P11u2;

Reason:

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

- 9 Prior to first occupation of the development, the refuse storage area identified on the approved ground floor plans shall be provided and permanently maintained and retained thereafter.

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 DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The use of the premises shall not commence until a post-completion certificate of compliance and accompanying statement, prepared by an accredited assessor, demonstrating that, by reasonable endeavours, the development has achieved the target of at least Level 3 of the Code and the attainment of 50% of credits in each of the Energy, Water and Materials & Waste categories have been submitted to, and approved in writing, by the local planning authority.

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of 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.

- 11 Prior to occupation of any relevant part of the development, the applicant will have constructed and implemented the measures contained in the Energy Statement Rev A by Leema Technologies dated 14th December 2011 and such measures shall be permanently retained and maintained thereafter. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems.

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.

- 12 Prior to first occupation of the development a plan showing the measures incorporated to improve the biodiversity of the site shall be submitted to and approved in writing by the Council. Such details to include
- i. bird and bat box locations and types and indication of species to be accommodated
 - ii. drawings and manufacturers details of the brown 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 roof whilst demonstrating how it would be incorporated into the approved roof height
 - iii. a programme for an initial scheme of maintenance of the brown roof

The measures thus identified 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: 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 2011 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 13 Prior to commencement of development details of a sustainable urban drainage system (SUDs) shall be submitted to and approved by the local planning authority and such system shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include
- i. information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
 - ii. a maintenance and management plan for the system

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies 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.

Informative(s):

1 Reasons for granting planning permission (i/ii)

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), CS3 (Other highly accessible areas), 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 & encouraging biodiversity), CS16 (Improving Camden's health and well-being), CS17 (Making Camden a safer place), 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 (Housing size mix), DP6 (Lifetime homes and wheelchair homes), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP26 (Managing the impact of development on occupiers and neighbours), DP27 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Improving access) and DP32 (Air quality and Camden's Clear Zone).

2 Reasons for granting planning permission (ii/ii)

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- acceptable standard of design having regard for local context; incorporation of environmentally sustainable development measures; acceptable impact on amenity of neighbours.

- 3 You are advised that the Transport Strategy Team should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. tel: 020-7974 3343 for further advice and information.
- 4 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 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.

- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

DRAFT

Culture and Environment Directorate

DECISION

DATED

4 April

2012

**(1) SUZI LILIANNA MALIN HYAMS,
OLIVER PIERS NATHANIAL MALIN-HYAMS
and ANGELICA ROSE CAROL MALIN-HYAMS**

and

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

A G R E E M E N T
relating to land known as
158A Mill Lane, London NW6 1TF
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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