

DATED 30TH MARCH 2000 10

(1) DAVID CHARLES TUCKER and ALEXANDRA MARINA TUCKER

and

(2) CAPITAL RESIDENTIAL MANAGEMENT LIMITED

and

(3) BARCLAYS BANK PLC

and

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

A G R E E M E N T
relating to land known as
42 AVENUE ROAD, LONDON NW8 6HS
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 6007
Fax: 020 7974 2962

THIS AGREEMENT is made the 30 day of March 2009

BETWEEN:

1. **DAVID CHARLES TUCKER and ALEXANDRA MARINA TUCKER** of 42 Avenue Road, London NW8 6HS (hereinafter called "the First Owner") of the first part
2. **CAPITAL RESIDENTIAL MANAGEMENT LIMITED** (Co. Regn. No. 02318165) whose registered office is at 32 Prince Albert Court, Prince Albert Road, London NW8 7LU (hereinafter called "the Second Owner") of the second part
2. **BARCLAYS BANK PLC** (Co. Regn. No.01026167) of 1 Churchill Place, London E14 5HP (hereinafter called "the Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the part of the Property under Title Number NGL897380 subject to a charge to the Mortgagee.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL826432.
- 1.3 The First Owner and the Second Owner are the freehold Owner of and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter together be referred to as "the Owner".
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 15 April 2009 and the Council resolved to grant permission conditionally under reference number 2009/1861/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL897380 and dated 30 October 2008 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor 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"** 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 impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
 - (ii) incorporation of the provisions set out in the First Schedule annexed hereto
 - (iii) proposals to ensure there are no adverse effects on the Conservation Area features
 - (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste in a sustainable manner; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "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"

Amendment to planning permission granted 26/07/05 (Ref. 2005/1921/P) for demolition of existing single storey side extension and erection of a basement and ground floor side extension and a single storey, full width, ground floor rear extension, including excavations to erect a swimming pool, gym, sauna, and guest

room with ancillary facilities, in a new basement and sub-basement at the rear, namely enlargement of rear basement and provision of sunken courtyard in garden with steps from basement to garden level as shown on drawing numbers EOK-001; EEA_002 Rev. A; EOK_004; EOK_010 Rev. E; EOK_011 Rev. D; EOK_012 Rev. A; EOK_013 Rev. A; EOK_014 Rev. A; EOK_015; Structural Engineering Aspects by Sinclair, Johnston & Partners Ltd dated October 2008, updated March 2009; Report on Trees by Tree Projects dated 14/04/09 (including drawing TP-AV-02); and Letter from Martin Brooks Associates dated 06/04/09.

2.8 "the Highways Contribution"

the sum of £5,600 (five thousand six 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 carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the repaving of both vehicle crossovers to the Property and the footway either side of the vehicle crossovers ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.9 "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

2.10 "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 the Owner and the Mortgagee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 15 April 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/1861/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 42 Avenue Road London NW8 6HS and the land at the back of 42 Avenue Road London NW8 6HS the same as shown edged in red on the plan annexed hereto
- 2.17 "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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan (and the Council hereby agrees that such approval shall not be unreasonably withheld or delayed).
- 4.1.2 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.
- 4.1.3 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 impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 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 building out the Development at any time when the requirements of the CMP are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 HIGHWAYS WORKS

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6 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.
- 4.2.7 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2009/1861/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 Payment of the Highways Contribution pursuant to Clause 4.2.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM761ZL065 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.
- 5.6 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.
- 5.7 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 AllRP") 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

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

- 5.8 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 2009/1861/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development 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. **MORTGAGEE EXEMPTION**

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

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner 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

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

EXECUTED AS A DEED BY
DAVID CHARLES TUCKER
in the presence of:

) D. C. T.
)
)

.....
Witness Signature

Evelyn Texes

Witness Name

Evelyn Texes

Address

55 Fishguard Way
Galleons Lock

Occupation

London E16 2RG
House Keeper

EXECUTED AS A DEED BY
ALEXANDRA MARINA TUCKER
in the presence of:

) A. Tucker
)
)

.....
Witness Signature

Evelyn Texes

Witness Name

Evelyn Texes

Address

55 Fishguard way
Galleons Lock London

Occupation

E16 2RG
House Keeper

EXECUTED AS A DEED BY
CAPITAL RESIDENTIAL
MANAGEMENT LIMITED
acting by a Director and its Secretary
or by two Directors

)
)
)
)
)

.....

DAVID TUCKER, DIRECTOR

Director

.....

DEBBIE HOWARD, SECRETARY

Director/Secretary

EXECUTED AS A DEED FOR AND
ON BEHALF OF BARCLAYS BANK PLC
By
in the presence of:

) mcorben
) B124
) MELODY CORBEN.

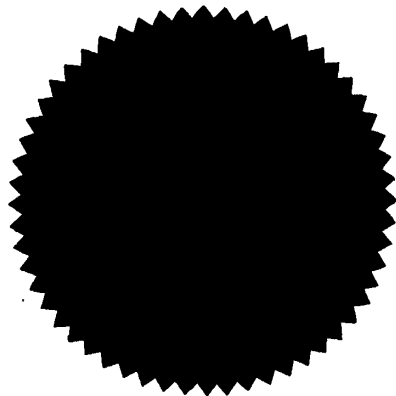
SA PEARSON
B328

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

)
)
)
)
)

.....

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

A CMP 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 CMP should cover both demolition and construction phases of development. Details of the CMP 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 CMP 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) Start and end dates for each phase of construction.
- b) The proposed working hours within which vehicles will arrive and depart.
- c) The access arrangements for vehicles.
- d) 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
- e) 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.
- f) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- g) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- h) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- i) Details of proposed parking bays suspensions and temporary traffic management orders.
- j) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- k) Details of hoarding required or any other occupation of the public highway.

- l) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- m) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- n) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- o) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- p) Details of consultation on a draft CMP 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 CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP 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.
- q) 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.
- r) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- s) Details of other construction sites in the local area and how your CMP takes into consideration the cumulative effects of construction local to your site.
- t) Any other relevant information with regard to traffic and transport.
- u) The CMP 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 CMP does not prejudice further agreement that may be required for things such as road closures or hoarding licences

BB Partnership Ltd
The Trafalgar
17 Remington Street
London
N1 8DH

Application Ref: **2009/1861/P**

30 July 2009

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**42 Avenue Road
London
NW8 6HS**

Proposal:

DECISION
Amendment to planning permission granted (26/01/05 Ref: 2005/0005/P) for demolition of existing single storey rear extension and ground floor side extension and a single storey, full width, ground floor rear extension, including excavations to erect a swimming pool, gym, sauna, and guest room with ancillary facilities, in a new basement and sub-basement at the rear, namely enlargement of rear basement and provision of sunken courtyard in garden with steps from basement to garden level.

Drawing Nos: EOK-001; EEA_002 Rev. A; EOK_004; EOK_010 Rev. E; EOK_011 Rev. D; EOK_012 Rev. A; EOK_013 Rev. A; EOK_014 Rev. A; EOK_015; Structural Engineering Aspects by Sinclair, Johnston & Partners Ltd dated October 2008, updated March 2009; Report on Trees by Tree Projects dated 14/04/09 (including drawing TP-AV-02); and Letter from Martin Brooks Associates dated 06/04/09.

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 No development shall take place until full details of hard and soft landscaping (including the replacement tree planting) have been submitted to and approved by the Council. Such details shall include any proposed earthworks including grading, mounding and the proposed ground levels. The relevant part of the works shall not be carried out 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 policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006 and advice contained in Camden Planning Guidance 2006.

- 3 All hard and soft landscaping works (including replacement tree planting) 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. Any tree or trees planted within a period of 5 years from the completion of the development, which are severely or seriously damaged or diseased, shall be replaced within the following planting season, 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 policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006 and advice contained in Camden Planning Guidance 2006.

- 4 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. A detailed method statement shall be submitted to and approved by the Council in writing before works commence on site to demonstrate how trees to be retained shall be protected during construction work: (such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction") and also protection of the ground along the rear boundary for the planting of new trees.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies N8 of the

London Borough of Camden Replacement Unitary Development Plan 2006 and advice contained in Camden Planning Guidance 2006.

- 5 Prior to the commencement of development details of a sustainable urban drainage system shall be submitted to and approved by the local planning authority. The system approved shall be implemented as part of the development and retained and maintained as such thereafter.

Reason: To reduce the rate of surface water run-off from the building and limit the impact on the storm-water drainage system in accordance with policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2000, The London Plan (Consolidated with alterations since 2004) 2008 and advice contained in Camden Planning Guidance 2006.

Informative(s):

- 1 Reasons for granting permission

The proposed development is in full compliance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD2, SD6, SD8B, SD9, B1, B3, B7, N5, N8, and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

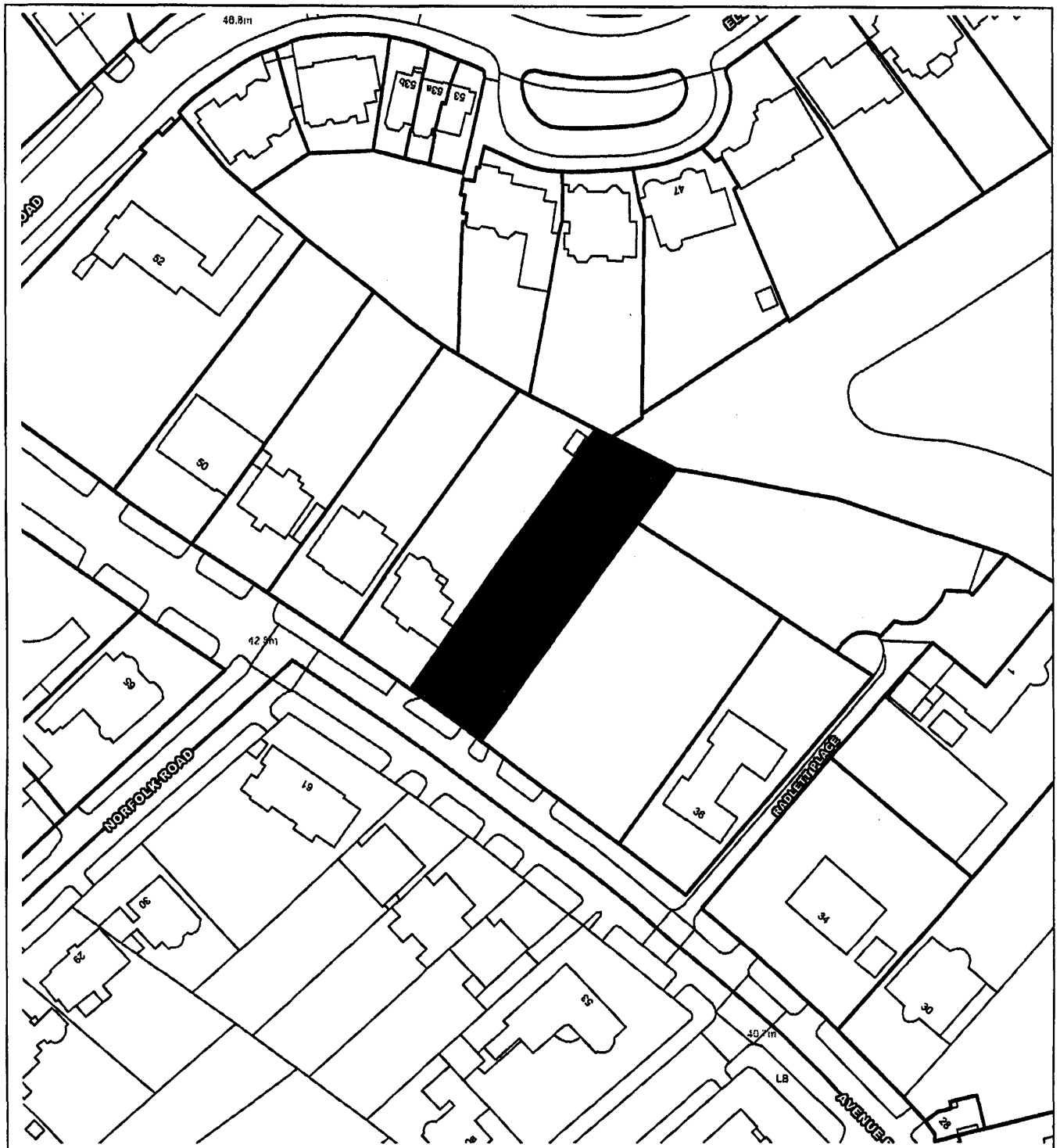
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2113).
- 3 Noise from demolition and construction work 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.
- 4 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 Sites Team, Urban Design and Regeneration.

Yours faithfully

DRAFT

DECISION

42 Avenue Road, London NW8 6HS



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DATED 30TH MARCH 2000 10

(1) DAVID CHARLES TUCKER and ALEXANDRA MARINA TUCKER

and

(2) CAPITAL RESIDENTIAL MANAGEMENT LIMITED

and

(3) BARCLAYS BANK PLC

and

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

A G R E E M E N T
relating to land known as
42 AVENUE ROAD, LONDON NW8 6HS
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 6007
Fax: 020 7974 2962