

DATED

30 March

2010

(1) JORGEN TROELS MUNK LEVRING and PETER ZENNECK

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
1a Doughty Mews, London WC1N 2PG
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 5826
Fax: 020 7974 2962

CLS/DR/1685.419

THIS AGREEMENT is made the 30th day of March 2010

B E T W E E N:

1. **JORGEN TROELS MUNK LEVRING and PETER ZENNECK** of 1A Doughty Mews, London WC1N 2PG (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 NGL478073
- 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 7 September 2009 and the Council resolved to grant permission conditionally under reference number 2009/3968/P subject to the 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act
- 1.6 As local highway authority the Council considers the Highway Works to be carried out pursuant to this section 278 Agreement to be in the public benefit

1. **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/architect/project manager certifying that the Development has been completed |
| 2.4 | "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 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 the 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</p> |

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; 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

2.5 "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 any existing buildings

2.6 "the Council's Considerate Contractor Manual"

the document produced by the Council entitled "Guide for Contractors Working in Camden" (February 2008) relating to good practice for developers engaged in building activities in the London Borough of Camden

2.7 "the Development"

the erection of a three-storey and basement single family dwellinghouse (Class C3), including an internal courtyard, external terraces and integral garage providing one off-street parking space with entrance off Roger Street as shown on drawing numbers Site Location Plan 214_PL_101; 214_PL_100; 214_PL_103; 214_PL_104; 214_PL_105 Rev A; 214_PL_106 Rev A; 214_PL_107 Rev C, as received 10/12/2009; 214_PL_110; 214_PL_111; 214_PL_112 Rev A; 214_PL_120A Rev A, as received 12/10/2009; 214_PL_120 Rev A (Existing West Elevation Visual Image); 214_PL_121A Rev A; 214_PL_121 Rev A (Existing South Elevation Visual Image); 214_PL_122A Rev B; 214_PL_122 Rev B (Proposed West Elevation Visual Image); 214_PL_123A Rev B; 214_PL_123 Rev B (Proposed South Elevation Visual Image); 214_PL_124 Rev B; 214_PL_125 Rev B; 214_PL_126 Rev B; 214_PL_127 Rev B; 214_PL_128 Rev B; 214_PL_131 Rev A; 214_PL_132; 214_PL_133; 214_PL_134;

214_PL_135; 214_PL_136; 214_PL_137 Rev A; 214_PL_138 Rev A; 214_PL_139; Daylight and Sunlight and Overshadowing Report, prepared by GIA (Ref 1654); Letter from GIA, dated 16/10/2009; Therm Max DF100 (Specification Sheet for Solar Panels); A Factual Report of Site Investigation, prepared by CSI (Ref 1612); Environmental Desk Study, prepared by Blue Signal Ltd; Desk Study and Ground Investigation Report Appendix, prepared by GEA (Ref J06215); Letter and supporting information (5 pages) del Buono Gazerwitz Ltd, as received 30/11/2009; Extension Green Roof Technical Information (7 pages)

2.8 "the Highways Contribution"

the sum of £6,327.00 (six thousand three hundred and twenty seven 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 such works to comprise the following:

- the repaving of the highway adjacent to the Property;
- the conversion of the existing vehicular crossover to a continuous footway; and
- the extension of the footway so that it mirrors the opposite footway

and as itemised on the schedule of works annexed to this Agreement for indicative purposes only ("the Highway 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 that the Development is Implemented

2.10 "Implemented"

implemented for the purpose of this Agreement by the commencement of a material operation as defined in Section 56(4) of the 1990 Act comprised in the Development but excluding:

- (i) ground investigation and site survey work
- (ii) site reclamation works
- (iii) construction of temporary boundary fencing or hoardings
- (iv) archaeological investigations
- (v) works of decontamination or remediation
- (vi) the laying of services
- (vii) the carrying out of services diversion works and
- (viii) any work to or in respect of statutory utilities equipment

and the expressions **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 "Occupation Date" the first date when any part of the Development is first occupied but not including occupation by personnel engaged in construction fitting out or decoration and the expressions "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" the Council and the Owner
- 2.14 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 7 September 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/3968/P subject to conclusion of this Agreement
- 2.15 "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 7.1
- 2.16 "the Planning Permission" a planning permission granted pursuant to the Planning Application for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 1a Doughty Mews, London WC1N 2PG the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

- 2.19 "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
- 2.20 "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

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 substitution 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 5.1 6.1 6.3-6.8 (inclusive) 7 and 8 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 Parties save where the context states otherwise shall include their successors in title and successor bodies
- 3.7 Where under the terms of this Agreement any approval is required by the Owner from the Council that approval shall be given in writing and shall not be unreasonable and shall not be unreasonably withheld or delayed
- 3.8 Where in this Agreement reference is made to a Clause such reference is to a clause in this Agreement

3. OBLIGATIONS OF THE OWNER

4.1 CAR FREE DEVELOPMENT

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned controlled or licensed by the Council
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 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

4.2 HIGHWAYS CONTRIBUTION

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

- 4.2.2 On the Implementation Date to submit to the Council the Level Plans for approval
- 4.2.3 Not to Implement or to permit Implementation of the Development until such time as the Council has received the Highways Contribution in full
- 4.2.4 Not to Implement the Development nor permit Implementation of the Development 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 reasonably 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

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 Prior to the Implementation Date the Owner will submit to the Council for approval a draft Construction Management Plan
- 4.3.2 The Owner will not 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
- 4.3.3 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
- 4.3.4 The Owner will 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 Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance

4. OBLIGATIONS OF THE COUNCIL

5.1 The Council hereby agrees to grant the Planning Permission on the date hereof

5.2 The Council hereby covenants with the Owner that if pursuant to Clause 4.2.6 the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of a written request from the Owner pay to the Owner the amount of such under-spend

5.3 The Council hereby covenants with the Owner that it will procure that it approves the Level Plans within eight weeks of submission by the Owner pursuant to Clause 4.2.2

5.4 The Council shall endeavour to complete the Highway Works within 12 months of the date upon which the Development is ready for Occupation as specified by the Owner in accordance with clause 6.2 below and if the Highway Works are not commenced within 12 months of such date the Council shall at the written request of the Owner refund the Highways Contribution along with any interest accrued UNLESS the Council advises that it is its reasonable intention to complete the Highway Works within a reasonable timeframe from the date of the written request.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 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

6.2 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 7.1 quoting planning reference 2009/3968/P the date upon which the Development will be ready for Occupation

- 6.3 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
- 6.4 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
- 6.5 Submission of (the Construction Management Plan and the Level Plans 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 2009/3968/P
- 6.6 Payment of the Highways Contribution pursuant to Clause 4.2.1 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 ZM885ZL065 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
- 6.7 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

- 6.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 6.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 2% 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

7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 7.1 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 2009/3968/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

- 7.2 This Agreement shall be registered as a Local Land Charge

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 It is hereby agreed between the parties hereto that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person other than the parties to this Agreement (and any successors in title or successor bodies) shall have any rights under or be able to enforce the provisions of this Agreement.

- 7.3 The Owner agrees to pay to the Council its proper and reasonable legal costs incurred in preparing this Agreement on the date of completion of the Agreement
- 7.4 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 as soon as reasonably practicable with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property
- 7.5 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
- 7.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement after it has parted with its interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest
- 7.7 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
- 7.8 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 and will in conjunction with the Owner apply to the Land Registry to remove reference to this Agreement from the Charges Register of the title to the Property

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) 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.

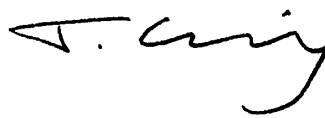
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety 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 giving a reason why. 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. 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 Owner's 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

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

EXECUTED AS A DEED BY
JORGEN TROELS MUNK LEVRING
in the presence of:

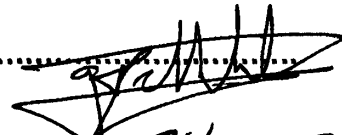
)
)
) 

.....
Witness Signature

Witness Name:

Address:

Occupation:


GILLES TETTETAL
70 Ripplerole Grove LONDON N11HT
Director EBRD

EXECUTED AS A DEED BY
PETER ZENNECK
in the presence of:

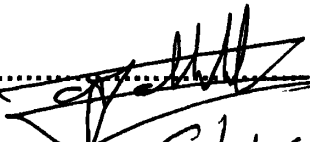
)
)
) 

.....
Witness Signature

Witness Name:

Address:

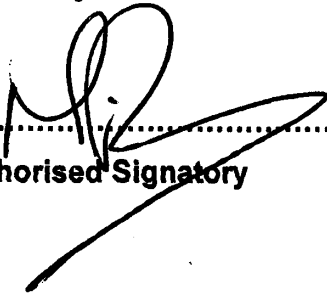
Occupation:

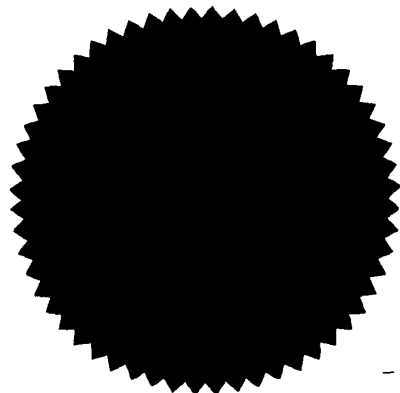

GILLES TETTETAL
70 Ripplerole Grove LONDON N11HT
Director EBRD

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

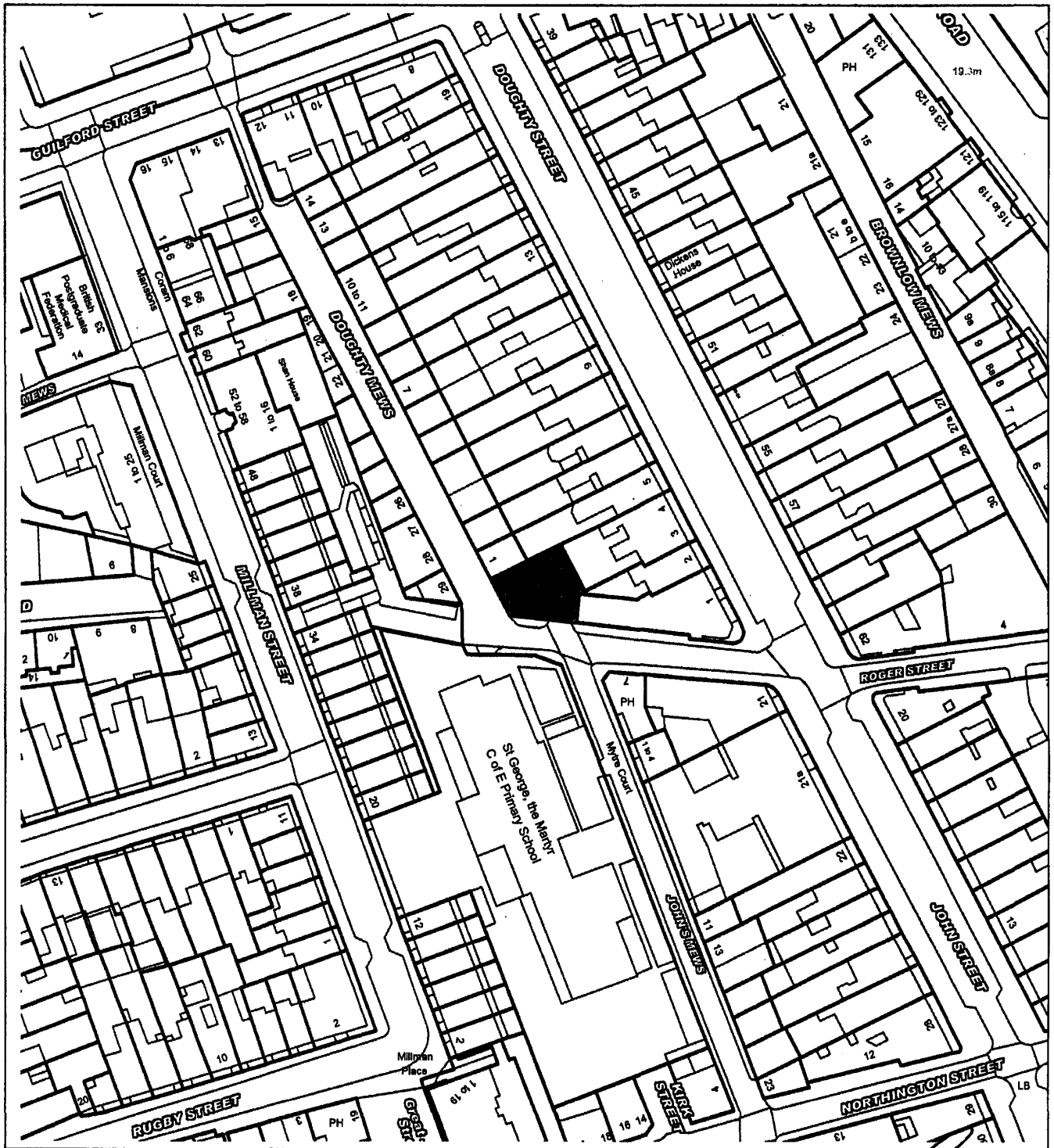
)
)
)
)

.....
Authorised Signatory





1A Doughty Mews, London WC1N 2PG



This material reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Project Title	repave the frontage along Roger Street adjacent to the site.	
Location:	convert existing vehicular crossover and pave around the corner	
Client:		
Correspondence File:		

ESTIMATED/MEASURED BILL OF QUANTITIES

ITEM	DESCRIPTION	QUANTITY	UNIT	SELECTED RATE	TOTAL
200.003	Take up or down and remove to tip off site precast concrete or york stone paving slabs any size type including fiber reinforced up to 65mm thick	35.90	m2		£0.00
200.021	Take up or down and remove to tip off site granite flat, edge or standard profile bus boarder kerb	35.90	m		£0.00
600.001	Excavation of any material in footways, verges and other pedestrian areas	12.00	m3		£0.00
600.002	Excavation of any material in carriageways	4.12	m3		£0.00
600.007	Extra over excavation for excavation in hard material in footways, verges and other pedestrian areas	12.00	m3		£0.00
600.008	Extra over excavation for excavation in hard material in carriageways	4.12	m3		£0.00
600.012	Disposal of any material.(except class U1B and U2 material)	12.00	m3		£0.00
1100.001	Granite flat kerb 300x200mm, 'fine picked' finish, laid straight or curved exceeding 12 metres radius	25.20	m		£0.00
1100.059	75mm thick steel reinforced Artificial Stone Paving, any size A or B on existing base or base measured separately and sand bedding 30mm thick	40.00	m2		£0.00
1100.079	Extra and any item of paving sand bedding 30mm thick for sand cement mortar	40.00	m2		£0.00
1100.080	100mm ST1 concrete base in footways	40.00	m2		£0.00
1100.084	100mm Type 1 unbound material in footway base	40.00	m2		£0.00
				Sub Total	£0.00
Fees		25 %		£0.00	£0.00
Baxter Increase		0 %		£0.00	£0.00
Contingencies		10 %		£0.00	£0.00

GRAND TOTAL £6,327.12

Produced By:		Date	
Checked by:		Date	
Approved by:		Date	
Revision:		Date	

Jamie Fobert Architects
5 Crescent Row
London
EC1Y 0SP

Application Ref: 2009/3968/P

27 February 2010

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:
1A Doughty Mews
London
WC1N 2PG

DECISION
Proposal:

Erection of a three-storey basement single family dwelling (Class C3), including an internal courtyard, with a garage and off-street parking along the off-street parking space with entrance off Roger Street.

Drawing Nos: Site Location Plan 214_PL_101; 214_PL_100; 214_PL_103; 214_PL_104; 214_PL_105 Rev A; 214_PL_106 Rev A; 214_PL_107 Rev C, as received 10/12/2009; 214_PL_110; 214_PL_111; 214_PL_112 Rev A; 214_PL_120A Rev A, as received 12/10/2009; 214_PL_120 Rev A (Existing West Elevation Visual Image); 214_PL_121A Rev A; 214_PL_121 Rev A (Existing South Elevation Visual Image); 214_PL_122A Rev B; 214_PL_122 Rev B (Proposed West Elevation Visual Image); 214_PL_123A Rev B; 214_PL_123 Rev B (Proposed South Elevation Visual Image); 214_PL_124 Rev B; 214_PL_125 Rev B; 214_PL_126 Rev B; 214_PL_127 Rev B; 214_PL_128 Rev B; 214_PL_131 Rev A; 214_PL_132; 214_PL_133; 214_PL_134; 214_PL_135; 214_PL_136; 214_PL_137 Rev A; 214_PL_138 Rev A; 214_PL_139; Daylight and Sunlight and Overshadowing Report, prepared by GIA (Ref 1654); Letter from GIA, dated 16/10/2009; Therm Max DF100 (Specification Sheet for Solar Panels); A Factual Report of Site Investigation, prepared by CSI (Ref 1612); Environmental Desk Study, prepared by Blue Signal Ltd; Desk Study and Ground Investigation Report Appendix, prepared by GEA (Ref J06215); Letter and supporting information (5 pages) de Buono Gazerwitz Ltd, as received 30/11/2009; Extension Green Roof Technical Information (7 pages).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 (General design principles) and B7 (Conservation areas) of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies SD9 (Resources and energy), N5 (Biodiversity) and B1 (General design principles) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Prior to first occupation of the development a plan, showing details of bird boxes/swift bricks and their locations and types, shall be submitted to and approved in writing by the local planning authority. The boxes/bricks shall be installed in accordance with the approved plans prior to the occupation of the building and thereafter retained and maintained permanently.

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 N5 (Biodiversity) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Prior to works commencing, a plan showing details of the proposed tree planting at the second floor terrace area, including the dimensions of the tree pit, drainage of the tree pit and the tree species and size to be planted, shall be submitted to and approved in writing by the local planning authority. Tree planting details shall be implemented as per the approved details and permanently retained thereafter. If the tree dies within 5 years, it will be replaced with a tree of suitable size and species.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 (General design principles), N5 (Biodiversity) and N8 (Ancient woodlands and trees) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 The areas specified as roof terraces in the plans hereby approved shall only be used for such purposes and no other use. A proposed shall not be used as a roof terrace, and any areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking of the neighbouring premises in accordance with the requirement of policies SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently provided and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T6 (Pedestrians and cycling) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 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 (Class A) 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 B1 (General design principles) and SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 Development shall not commence until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks, is submitted and agreed in writing with the Local Planning Authority. The scheme shall include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. After the

commencement of its new use the site should not be capable of being determined as contaminated land under part IIA of the Environmental Protection Act 1990.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 The approved remediation scheme shall be carried out in accordance with the agreed Remediation Scheme prior to the commencement of building works otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the agreed works. Following completion of measures identified in the approved remediation scheme a validation report (referred to in PPS23 as a validation report), that demonstrates the effectiveness of the remediation carried out shall be submitted and agreed with the Local Planning Authority prior to commencement of building works.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 11 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; 214_PL_100; 214_PL_102; 214_PL_103; 214_PL_104; 214_PL_105 Rev A; 214_PL_107 Rev C, as received 16/10/2009; 214_PL_109; 214_PL_110; 214_PL_111; 214_PL_112 Rev A; 214_PL_120A as received 16/10/2009; 214_PL_113 Rev A (Existing West Elevation Visual Image); 214_PL_121A Rev A; 214_PL_121 Rev A (Existing South Elevation Visual Image); 214_PL_122A Rev B; 214_PL_122 Rev B (Proposed West Elevation Visual Image); 214_PL_123A Rev B; 214_PL_123 Rev B (Proposed South Elevation Visual Image); 214_PL_124 Rev B; 214_PL_125 Rev B; 214_PL_126 Rev B; 214_PL_127 Rev B; 214_PL_128 Rev B; 214_PL_131 Rev A; 214_PL_132; 214_PL_133; 214_PL_134; 214_PL_135; 214_PL_136; 214_PL_137 Rev A; 214_PL_138 Rev A; 214_PL_139; Daylight and Sunlight and Overshadowing Report, prepared by GIA (Ref 1654); Letter from GIA, dated 16/10/2009; Therm Max DF100 (Specification Sheet for Solar Panels); A Factual Report of Site Investigation, prepared by CSI (Ref 1612); Environmental Desk Study, prepared by Blue Signal Ltd; Desk Study and Ground Investigation Report Appendix, prepared by GEA (Ref J06215); Letter and supporting information (5 pages) del Buono Gazerwitz Ltd, as received 30/11/2009; Extension Green Roof Technical Information (7 pages).

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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.
- 3 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214) to ensure that the internal layout of the building is compatible with requirements to accessibility by future occupiers and their changes in needs over time.
- 4 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@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.
- 5 You are reminded that litter refuse and recycling should not be deposited on the public footpath, or for refuse and recycling collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914. or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 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, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

- 9 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce measures that can practically be incorporated into the design of the new building and the subsequent operation of the use.
- 10 You are advised that, in order to implement the proposed development, it may be required for trees in neighbouring properties (No. 3-4 Doughty Street for example) to be pruned. It is advised that a qualified and insured contractor is used for such works.
- 11 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden's Core Strategy and Unitary Development Plan 2006, with particular regard to policies SD1 (Sustainable quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), SD9 (Resources and energy), H1 (New housing), H7 (Lifetime homes and wheelchair housing), B1 (General design principles), B6 (Listed buildings), B7 (Conservation areas), N5 (Biodiversity), N8 (Ancient woodlands and trees), T1 (Sustainable transport space), T3 (Pedestrians and cycling), T7 (Off street parking, city car clubs and city bike schemes), T8 (Car free housing and car capped housing), T9 (Impact of parking), T12 (Works affecting highways) and E2 (Retention of existing business uses). Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- high standard of design having regard for local context; improvements to the public realm and local pedestrian environment; and environmentally sustainable development measures.

Yours faithfully

Culture and Environment Directorate

DATED

30 March.

2010

(1) JORGEN TROELS MUNK LEVRING and PETER ZENNECK

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

1a Doughty Mews, London WC1N 2PG

**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 5826
Fax: 020 7974 2962**

CLS/DR/1685.419