

DATED 6 JULY

2009

(1) OCTAVIA HOUSING

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
73 – 79 Priory Road, London, NW6 3NJ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

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

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s106 03.07.09

THIS AGREEMENT is made the 6 day of JULY 2009

B E T W E E N:

1. **OCTAVIA HOUSING & CARE** (Industrial and Provident Society Number 13991R) of Emily House, 202 – 208 Kensal Road, London (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 fourth 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 Numbers LN50483, LN53775 and 61727.
- 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 14 April 2009 and the Council resolved to grant permission conditionally under reference number 2009/1534/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.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.3 "Affordable Housing Units" the twelve Intermediate Housing Units and forty three Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 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.
- 2.6 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

- 2.7 "Construction Management Plan" the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual
- 2.8 "the Development" The erection of a part 3, part 4 storey building to provide 55 affordable housing units comprising (14 x 3-bedroom, 19 x 2-bedroom and 22 x 1 bedroom) with 6 car parking spaces (accessed off Priory Road), 55 bicycle spaces and associated landscaping (following demolition of existing buildings)) as shown on drawing numbers PL(00)01; 02; 03; 04; 05; 06; 007 A; 008 A; 009 A; 010 A; 011 C; 012 A; 013 A; 014 A; 015 A; 016 A; 019; 020; 024; Site Plan Showing Location of Refuse Stores & Cycle Storage; Site Plan Showing Trees Retained. Removed & Replaced; Section through Green Roof; Transport Statement
- 2.9 "the Energy Plan" a plan setting out a package of measures to be adopted by the Owner to reduce the overall demand on site for energy from the Development and supplying energy demand from renewable and/or low carbon sources following completion of the Development
- 2.10 "Existing Resident" means those tenants who at the date of this Agreement occupy either:
Douglas Waites House
73 Priory Road
London
NW6 3NJ; or

Olive Waites House

79 Priory Road
London
NW6 3NX

2.11 "the Highways
Contribution"

the sum of £72,000 (Seventy two 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 the following:

- (i) removal of existing vehicular crossover to the south of the site
- (ii) creation of a new CPZ bay with a TMO in place of crossover
- (iii) repave the footway adjacent to the site on both Priory Road and Woodchurch Road
- (iv) relocate the existing vehicular crossover to its proposed position with further amendments to the CPZ bays to accommodate this.

("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

2.12 "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
- 2.13 "Intermediate Housing"** Affordable Housing available on a part buy part rent basis to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan
- 2.14 "Intermediate Housing Scheme"** the programme where the Owner ensures the Intermediate Housing Units are occupied on a part buy part rent basis with an initial equity share offer of 25 percent and a rent level of upto 2 percent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- 2.15 "Intermediate Housing Units"** the twelve units of Intermediate Housing forming part of the Affordable Housing Units comprising four x 1-bedroom and eight x 2-bed units the same as shown coloured [] on Plan 2
blue
MM
- 2.16 "Kings Cross Construction"** from time to time shall be as follows: Kings Cross Construction Training Centre, Kings Cross Freight Depot, York Way, London, N1 0UZ
- 2.17 "the Level Plans"** plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.18 "the Lifetime Homes Plan" a plan submitted by the Owner to demonstrate that each residential unit within the Development has been designed with reference to the 16 Lifetime Homes criteria included in Camden Planning Guidance 2006. For the avoidance of doubt for those criteria not incorporated in the residential unit the reason will be provided to the Council
- 2.19 "New Build HomeBuy" a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)
- 2.20 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.21 "New Resident" means any resident who is not an Existing Resident
- 2.22 "the Parties" mean the Council and the Owner
- 2.23 "Phase 1" means the demolition of Douglas Waites House and construction of Blocks A and B.

- 2.24 "Phase 2" means the demolition of Olive Waites House and construction of Blocks C and D.
- 2.25 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 14 April 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/1534/P subject to conclusion of this Agreement
- 2.26 "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
- 2.27 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.28 "the Property" the land known as 73 – 79 Priory Road, London, NW6 3NJ the same as shown shaded grey on the plan annexed hereto
- 2.29 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.30 "Registered Social Landlord" a registered social landlord registered as such by the Homes and Communities Agency who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as

accommodation for people nominated by the Council through its housing allocation scheme

2.31 "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

2.32 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.33 "Residential Sustainability Certification"

a post construction Code for Sustainable Homes post construction review of Residential Development conducted by a qualified accredited assessor and submitted to the Council certifying that the Development has been completed to achieve:

- At least a level 3 rating
- At least 50% of Energy credits available
- At least 50% of Water credits available
- At least 50% of Material credits available

2.34 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Homes and Communities Agency and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the

requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.35 "Social Rented Housing Units"

the forty three units of Social Rented Housing forming part of the Affordable Housing Units comprising eighteen x 1-bedroom units; eleven x 2-bedroom units and fourteen x 3-bedroom units the same as shown coloured [] on Plan 3

2.36 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development incorporating the elements set out in the First Schedule hereto with a view to inter alia reducing trips by residents and visitors in motor vehicles to and from the Development by promoting the use of environmentally friendly transport.

2.37 "Wheelchair Homes Plan"

a Wheelchair Homes assessment for the Development demonstrating to the satisfaction of the Council that 10 % of the Development can easily be adapted to meet the standards set out in Wheelchair Housing Design Guide (BRE Press 2006).

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

4.1 AFFORDABLE HOUSING

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable

satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.1.2 To ensure that the Social Rented Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Homes and Communities Agency rental structure..

4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years or such other term as shall be approved by the Council (such approval not to be unreasonably withheld or delayed);

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

4.1.4 To dispose of the Affordable Housing Units upon terms which ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.

4.1.5 To ensure that the Social Rented Housing Units are disposed of upon terms which provide that the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Social Rented Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Homes and Communities Agency or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Council.

4.2 PHASING PLAN

4.2.1 Not to commence construction of Phase 2 of the Development until such time as Phase 1 is complete and the units therein are ready for occupation

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.

4.3.2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan such consent not to be unreasonably withheld.

4.3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

4.4 LOCAL PROCUREMENT

4.4.1 The Owner hereby covenants with the Council as follows:-

(a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's local procurement code ("the Local Procurement Code") annexed at Schedule 2 hereto.

(b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

- (c) To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- (d) To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.5 LOCAL EMPLOYMENT

- 4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.5.2 In order to facilitate compliance with the requirements of sub-clause (1.1) above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction and (ii) take the following specific measures:
 - (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to King's Cross Construction.
 - (b) that King's Cross Construction ("King's Cross Construction") is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors.
 - (c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden.

- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase.
- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.6 TRAVEL PLAN

- 4.6.1 The Owner covenants with the Council to submit a draft of the Travel Plan to the Council on or prior to the Implementation Date.
- 4.6.2 The Owner covenants with the Council not to occupy or permit occupation of any part of the Development until such time as the Council has approved the Travel Plan.
- 4.6.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.7 THE ENERGY PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Plan.
- 4.7.2 Not to Implement nor permit Implementation until the Energy Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Energy Plan as approved by the Council have been implemented in the construction of the Development.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Plan as approved by the Council and

shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Energy Plan.

4.8 THE WHEELCHAIR HOMES PLAN

- 4.8.1 Not to Occupy or permit Occupation of any part of the relevant phase of Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Wheelchair Homes Plan for that phase, as approved as demonstrated by written notice to that effect from the Council .

4.9 THE LIFETIME HOMES PLAN

- 4.9.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Lifetime Homes Plan as approved as demonstrated by written notice to that effect from the Council.

4.10 RESIDENTIAL SUSTAINABILITY CERTIFICATION

- 4.8.1 On or prior to the Occupation Date to submit the Residential Sustainability Certification to the Council and to provide the Residential Sustainability Certification and details of the sustainability measures which have facilitated such certification to each occupier of each dwelling and the Owner shall encourage occupiers of the dwellings to retain and maintain the measures which have facilitated such certification or to replace then only with measures with at least equal sustainability credentials.

- 4.10.2 In the event that target percentages in Energy, Water and Materials categories are not met. The Owner will provide a written justification for such shortfall to be agreed in writing by the Council

4.11 HIGHWAYS CONTRIBUTION

- 4.11.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.11.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

- 4.11.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.11.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.11.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.11.6 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.11.7 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.

4.12 CAR FREE DEVELOPMENT

- 4.12.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each New Resident 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.
- 4.12.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.10 above will remain permanently.
- 4.12.3 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 4.12 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 2009/1534/P the date upon which the Development will be 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 4.11 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 ZM732ZL065 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 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

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

5.8 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 20096/1534/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 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units and/or the Intermediate Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units and/or the Intermediate Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units as the case may be
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units within the six calendar month period specified above (“the Specified Period”) on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units and/or the Intermediate Housing Units as appropriate otherwise enforce its security in relation to the same at any time

thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and/or the Intermediate Housing Units and shall cease to bind the Affordable Housing Units and/or the Intermediate Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units and/or the Intermediate Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom.

- 6.10 Any person (or mortgagee or charge or person claiming title from such person) to whom an Registered Social Landlord grants a HomeBuy lease (where the equity share is subsequently staircased to 100%), or any tenant (or mortgagee or charge or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

7. JOINT AND SEVERAL LIABILITY

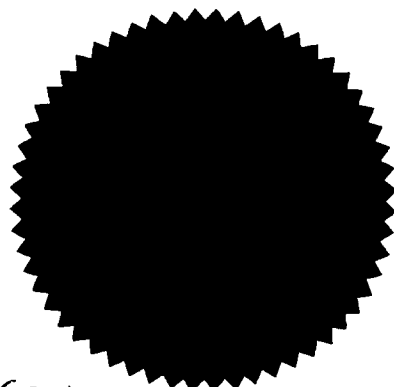
- 7.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

8. RIGHTS OF THIRD PARTIES

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

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

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
OCTAVIA HOUSING ~~LIMITED~~ *UK*)
was hereunto affixed)
in the presence of two authorised)
signatories)



Seal No: 1204

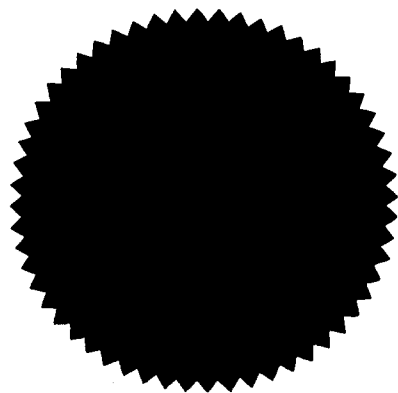
..... *M. MacAvock*

Director

..... *[Signature]*

Director/Secretary

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



..... *[Signature]*

Authorised Signatory

SCHEDULE 1

THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Travel Plan see the DfT's travel plan website: www.transportenergy.org.uk) or Camden's website: www.camden.gov.uk/wtp

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of residents and suggest further enhancements to the scheduled London Bus network
- b. Provide public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk
- c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for staff and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by this Property and the proposed additional Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtelage of the site and reduce the impact of the site on surrounding on-street parking.

5. Staff Parking and travel

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking /teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities

Consideration shall also be given to providing:

- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys

- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. Consultation with employees

This will involve meeting employees of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

SCHEDULE 2

LOCAL PROCUREMENT CODE.

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2. MAIN REQUIREMENTS OF THE CODE

A. CONSTRUCTION.

We will request that the developers meet with London Borough of

Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

- 1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.**
- 2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.**
- 3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:**
 - (a) all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;**

- (b) the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2.2.1 All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

(a) All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.

(b) All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

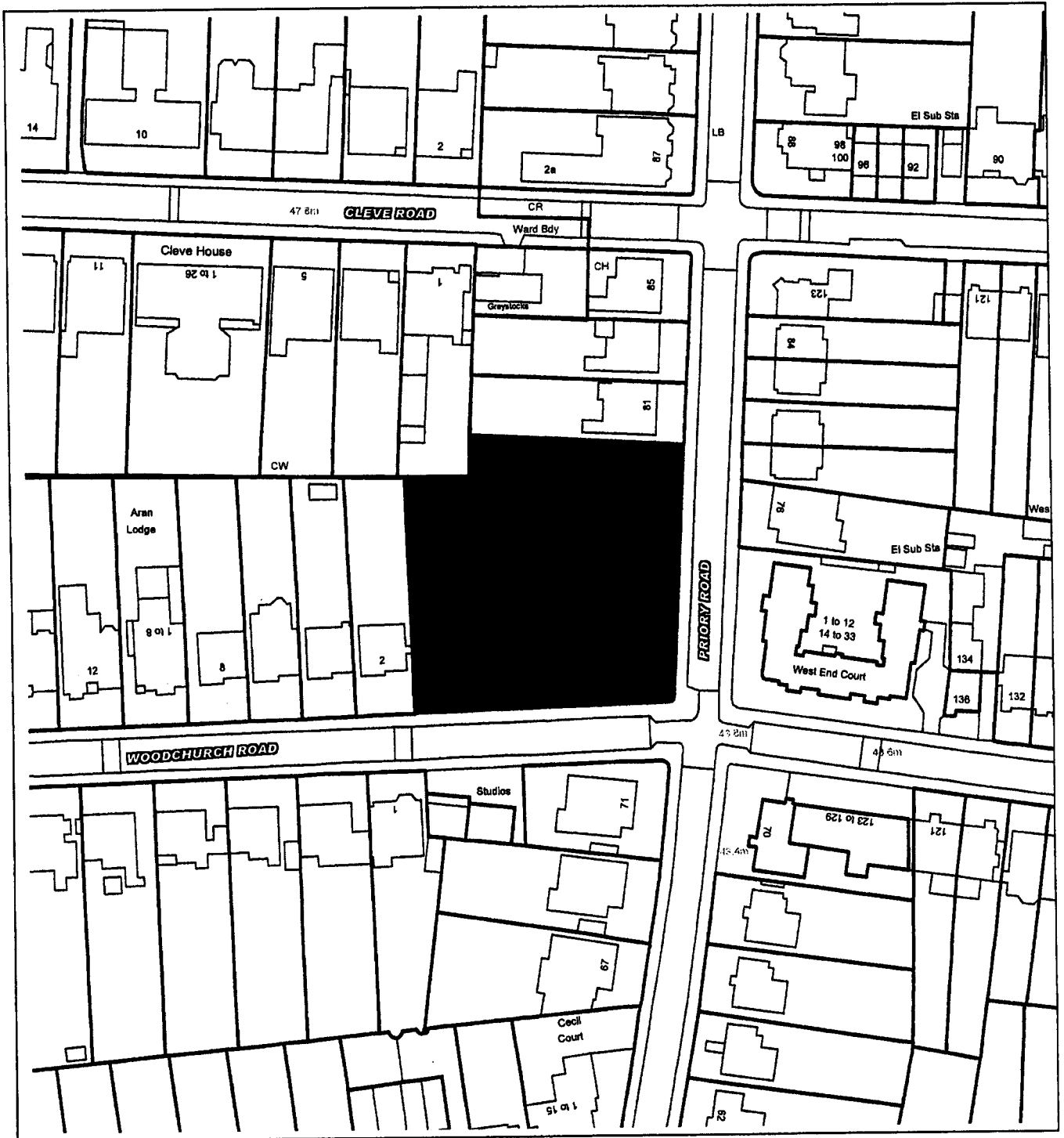
Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

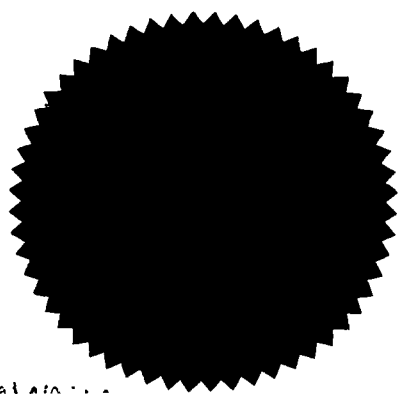
The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

73 – 79 Priory Road, London, NW6 3NJ



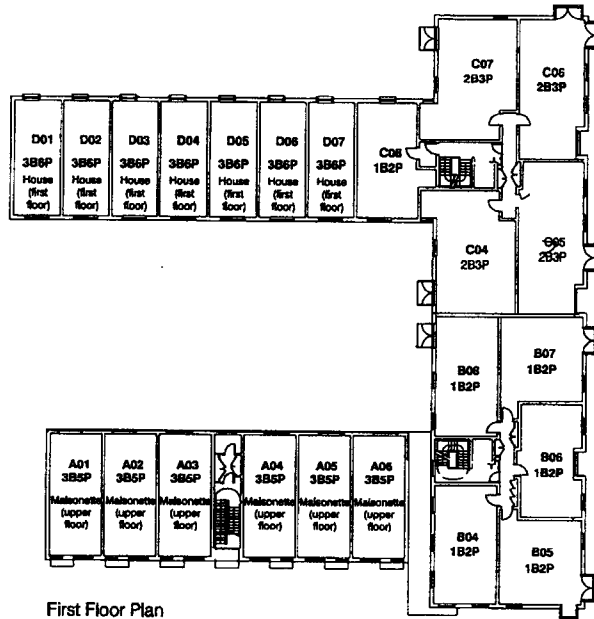
M. MacAvock
M. MacAvock



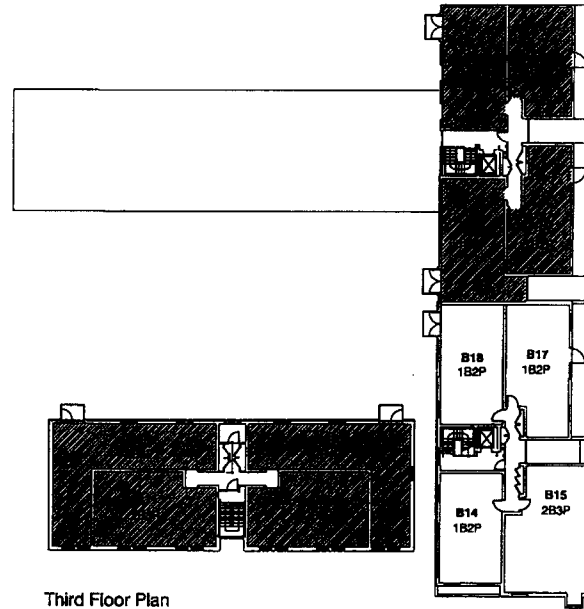
50/1/10/10

Plan 2

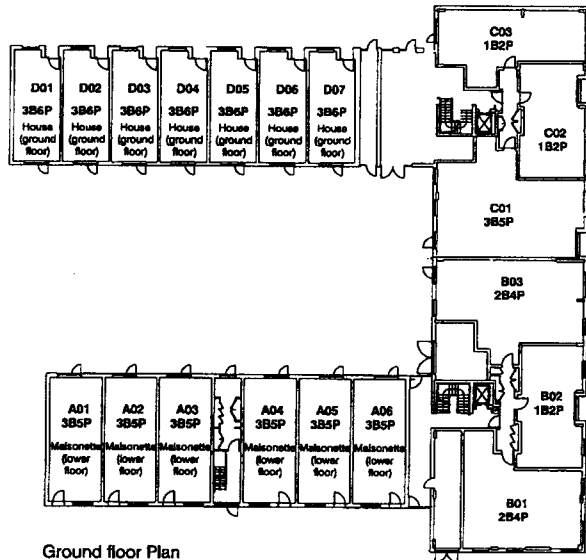
GROUND TO THIRD FLOOR PLANS SHOWING RENTED AND SHARED OWNERSHIP UNITS



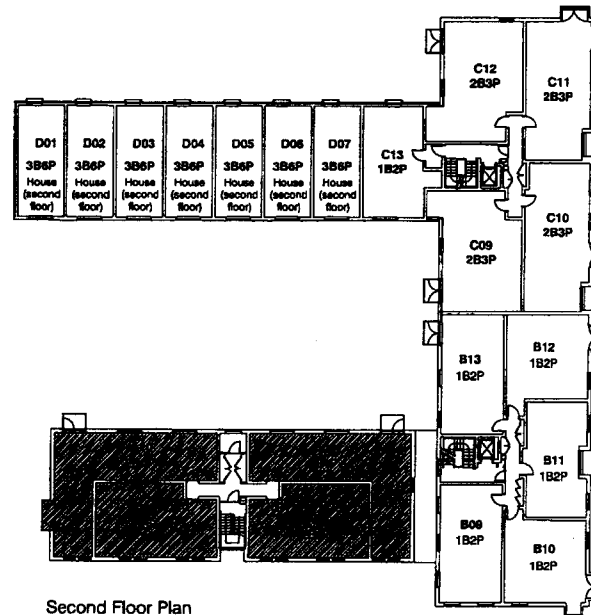
First Floor Plan



Third Floor Plan




Ground floor Plan



Second Floor Plan

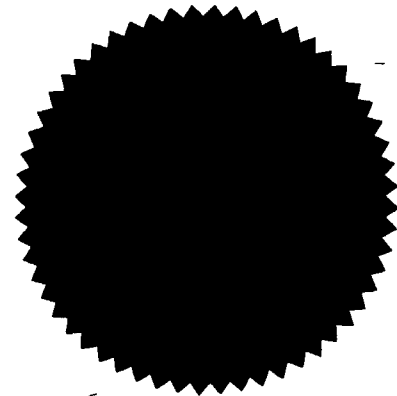
KEY:

 Shared ownership units
(all units not shaded are rented
accommodation)

2B4P 2 Bed 4 Person etc

A03 Plot number

M. MacAvoy



Scale: 1:204

NOTES
1. The drawing is copyright of PTE Associates
2. Use Special Dimensions only. Do not scale

DATE: 07/02/08
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CHECKED BY: [blank]

PLANNING - SECTION 106

73-79 PRIORITY ROAD
AS NTS JULY 08
ENCLOSURE TO THIRD FLOOR PLANS
07-028 PL(00)028
Shared ownership units highlighted

Pollard Thomas Edwards Architects
Diespeker Wharf
38 Graham Street
London
N1 8JX

Application Ref: **2009/1534/P**

01 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:
Olive & Douglas Waite Houses
73 -79 Priory Road
London
NW6 3NJ

Proposal:

DECISION
Erection of a part 3, permitted development of 55 affordable housing units comprising (14 x 3-bedroom, 19 x 2-bedroom and 22 x 1 bedroom) with 6 car parking spaces (accessed off Priory Road), 64 bicycle spaces (56 for occupiers and 8 for visitors) and associated landscaping (following demolition of existing buildings).

Drawing Nos: PL(00)01; PL(00)02; PL(00)03; PL(00)04; PL(00)05; PL(00)06; PL(00)007A; PL(00)008A; PL(00)009A; PL(00)010A; PL(00)011C; PL(00)012A; PL(00)013A; PL(00)014A; PL(00)015B; PL(00)016A; PL(00)17; PL(00)019; PL(00)020; PL(00)21; PL(00)22; PL(00)23; PL(00)024; L(80)004A; L(80)005B; L(80)006A; L(80)013A; L(80)014A; L(80)015A; Design & Access Statement by PTEa dated March 2009 including: Appendix 1: Arboricultural Impact assessment and Tree Protection Method Statement by RGS Tree Services dated July 2008; Appendix 2: Daylight and Sunlight Report by Anstey Home dated 9th March 2009; Appendix 3: Transport Statement and Travel Plan Statement by Campbell Reith August 2008; Appendix 4: Energy Assessment by DSSR dated 6th March 2009; Appendix 5: Ecological Report by Middlemarch Environmental Ltd dated July 2008; Appendix 6: Consultation by PTEa dated March 2009; Appendix 7: Landscape by PTEa dated March 2009; Appendix 8: Report on the Architectural Importance and Heritage Value of Waites House by Barry Stow Architect Ltd dated 14th November 2006; Appendix 9: Condition Survey and Refurbishment/Conversion Options Report by Baily Garner dated November 2004; Appendix 10: Schedule of Proposed Accommodation by PTEa dated 03/06/09; Appendix 11: Code for Sustainable Homes Pre-

Development Assessment by PTEa dated March 2009; Lifetimes Homes Statement; Plan Showing Proposed Traffic Routes for Deliveries dated August 2008; Tree Survey by Caroline Hay Associates dated 13/02/08; Letter from Spectrum Acoustic Consultants dated 08/12/08; and E-mail from PTEa dated 05/06/09.

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):

DRAFT

- 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 Prior to occupation of any of the units in Block A/B (Phase 1) the refuse and recycling storage facilities within these Blocks as shown on the drawings hereby approved shall be provided. All refuse and recycling storage facilities shall be 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 SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006.

- 3 Prior to occupation of any of the units in Blocks C/D (Phase 2) the refuse and recycling storage facilities located adjacent to the northern boundary of the site as shown on the drawings hereby approved shall be provided. All refuse and recycling storage facilities shall be 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 SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006.

- 4 No development shall take place until full scale sample panels of the materials to be used in the construction of the external surfaces of the development hereby approved have been erected on-site and approved by the Council in writing. The sample panels of all facing materials should include facing brickwork demonstrating the proposed colour, texture, face-bond and pointing, brickwork detailing, glazing,

DECISION

window framing, projecting bays, recessed entrance panels and canopies. The development shall be carried out in full and strict accordance with the approved materials. 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 and appearance of the conservation area in accordance with the requirements of policies S1/S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 1.8 metre high screening, details of which shall have been submitted to and approved by the Council in writing, shall be erected on:

a) the west elevation of the 2 balconies on the internal courtyard elevation at second and third floor level at the western end of Block B.

b) the north elevation of the 2 balconies on the rear elevation (west facing) at first and third floor level at the northern end of Block C.

c) the north elevation of the terrace on the front elevation (east facing) at third floor level at the northern end of Block C.

d) the east elevation of the 2 balconies on the internal courtyard elevation at second and third floor level at the eastern end of Block A.

Prior to commencement of use of these balconies and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006

- 6 The following windows and areas of glazing shall be fitted with obscure glazing and fixed shut (or designed to allow restricted opening of 100mm) to a height of 1.7m above floor level within the relevant rooms prior to occupation of those parts of the development and permanently retained and maintained as such thereafter.

a) The windows at first, second and third floor level located at the northern end of Block C which face towards 81 Priory Road.

b) The windows at second and third floor level in the east elevation of Block A which face towards Block B.

c) The windows at first and second floor level on the north elevation of Block D serving units D01 and D02, which face towards The Studio, 1 Cleve Road.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained

in Camden Planning Guidance 2006.

- 7 Prior to occupation of any of the units in Block A/B (Phase 1) the proposed cycle storage area west of Block A (36 cycle parking spaces) as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006

- 8 Prior to occupation of any of the units in Block C/D (Phase 2) the proposed cycle storage area west of Block D and north of Block C (20 and 8 cycle parking spaces) as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006

- 9 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 are 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 level from the plant/equipment in a sensitive façade shall be at least 10dB(A) above the LA90, provided that A-weighted.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8A and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006.

- 10 Prior to commencement on the relevant part of the development detailed drawings of the means of ventilation of the ground floor plant room, including an acoustic report which demonstrates that the equipment will comply with the requirements of condition 9 shall be submitted to and approved in writing by the Council. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the appearance of the premises and the character and appearance of the conservation area and the amenities of the adjoining premises and the area generally in accordance with the requirements of policies S1, S2, B1, B7, SD6, SD7B, SD8A and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006.

- 11 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 in accordance with the Arboricultural Impact Assessment and Tree Protection Method Statement by RGS Tree Services dated July 2008.

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 the advice contained in Camden Planning Guidance 2006.

- 12 Prior to the commencement of development an Arboricultural Impact Assessment and Tree Protection Method Statement to demonstrate that the tree in the rear garden of the Studio, 1 [redacted] (the [redacted] boundary) can be retained and protected from damage shall be submitted to and approved in writing by the Council. The submitted details shall comply with the guidelines and standards set out in BS5837:2005 "Trees in relation to buildings, structures and roads".

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 the advice contained in Camden Planning Guidance 2006.

- 13 Prior to commencement on this part of the development full details of hard and soft landscaping (this should incorporate native species and features of high ecological value) including [redacted] and the [redacted] of all un-built, open areas shall be submitted to and approved in writing by the Council. Such details shall include details of [redacted] 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 and to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures in accordance with the requirements of policies B1, S8 and N5 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006

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

Reason: To ensure that the areas of green roof are suitably designed and maintained in accordance with the requirements of policies SD9, N5 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and Camden Planning Guidance 2006.

- 15 A further bat survey should be undertaken to establish if any bats have colonised the areas with bat roost potential this should be submitted to and approved in writing by the Council prior to demolition of the existing building.

Reason: To safeguard protected species and their habitats within the area in accordance with policy N7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 16 The demolition of the existing buildings and removal of trees and vegetation should be undertaken outside of the nesting season.

Reason: To safeguard protected species and their habitats within the area in accordance with policy N7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Reason: In order to ensure appropriate measures to create and enhance wildlife habitats and biodiversity measures which are in accordance with the requirements of policies S1, S2, SD1, SD2, SD3, SD4, SD6, SD7B, SD8A, SD9, N5 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006, The London Plan (Consolidated with Alterations Since 2004) and Camden Planning Guidance 2006.

- 18 Prior to first occupation of the development details of lighting, audio and video entry systems to improve security of the site shall be submitted to and approved in writing by the Council

Reason: To ensure the development includes measures which seek to address personal safety, security and crime prevention in accordance with the requirements of policy SD1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD1, SD2, SD3, SD4, SD6, SD7B, SD8A,

SD9, SD12, H1, H2, H3, H7, H8, B1, B7, N4, N5, N6, N7, N8, T1, T3, T7, T8, T9 and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers 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: 020-7974 2363).
- 3 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 contact the 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 if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 You are advised to contact Paul Davis in Transport Planning (020 7974 2520) for advice and guidance on preparing a successful residential travel plan.
- 5 You are reminded that planning permission does not guarantee that highways works will be implemented as it is always subject to further detailed design, consultation and approval by highway authority.
- 6 You are advised that for all areas of hard paving you use permeable paving in order to improve drainage.
- 7 Should stag beetles or great crested newts be found on site during removal of the vegetation then work should cease and a qualified ecologist should be consulted for advice.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.
- 9 You are advised that the tree adjacent to the rear boundary of The Studio, 1 Cleve Road provides a high level of visual amenity to the occupants of this property and the area generally. The Arboricultural Impact Assessment which property and the area generally. The Arboricultural Impact Assessment which was submitted in support of your proposal did not provide adequate information to demonstrate that this tree could be retained and protected from damage during the proposed building works. Condition 12 requires that further information be submitted in this respect. You are further advised that, if it becomes apparent that the tree cannot be retained, this may result in the need for material changes to the form of the

DRAFT
DECISION

proposed development which would need to be dealt with under a fresh application for planning permission.

- 10 You are advised, pursuant to the requirements of Condition 13 above in respect of replacement tree planting, that it would be useful to discuss your intended scheme with the Council's Arboricultural officer prior to making a formal submission. You are requested to consider the use of species such as sweet chestnut, walnut and fruit trees, in order to enhance the biodiversity of the site.

Yours faithfully

Culture and Environment Director

DRAFT

DECISION

DATED

6 July

2009

(1) OCTAVIA HOUSING

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

73 – 79 Priory Road, London, NW6 3NJ

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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