

DATED

19th January

2008^a

(1) REDNORTH TRUSTEE LIMITED
GABLECROSS TRUSTEE LIMITED and
GABLEDOWN TRUSTEE LIMITED

in their capacity as partners in the Heath House Property Partnership
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

HEATH HOUSE

NORTH END WAY, HAMPSTEAD, LONDON NW3 7ET

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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CLS/COM/LMM/1431.1362
s106 22.12.08 - Final

THIS AGREEMENT is made the

19th

day of

January

2008

9

B E T W E E N:

1. **REDNORTH TRUSTEE LIMITED** (incorporated in the Isle of Man) and **GABLECROSS TRUSTEE LIMITED** (incorporated in the Isle of Man) and **GABLEDOWN TRUSTEE LIMITED** (incorporated in the Isle of Man) all care of CKFT 25-26 Hampstead High Street London NW3 1QA and care of Reed Smith Richards Butler LLP of Minerva House 5 Montague Close London SE1 9BB and of Sixty Circular Road Douglas Isle of Man IM1 1SA (hereinafter collectively called "the Owner") of the first part
in their capacity as partners in the Heath House Property Partnership
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 41019 ~~subject to a charge to the Mortgagee.~~
- 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 The First Planning Application for the First Development at the Property was submitted to the Council and validated on 3 March 2008 and the Council resolved to grant permission conditionally under reference number 2008/0661/P subject to the conclusion of this legal Agreement.
- 1.4 The Second Planning Application for the Second Development at the Property was submitted to the Council and validated on 3 March 2008 and the Council resolved to grant permission conditionally under reference number 2008/0663/P subject to the conclusion of this legal Agreement.

- 1.5 An Application for Listed Building Consent relating to the First Development was submitted to the Council and validated on 3 March 2008 and the Council resolved to grant consent conditionally under reference number 2008/0662/L.
- 1.6 An Application for Conservation Area Consent relating to the Second Development was submitted to the Council and validated on 3 March 2008 and the Council resolved to grant consent conditionally under reference number 2008/0665/C.
- 1.7 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.8 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- | | | |
|-----|--------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Air Quality Assessment" | <p>an assessment undertaken by the Owner which shall include the following information:-</p> <p>(a) technical details of any proposed CHP or CCHP system including thermal capacity;</p> |

- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (f) an assessment using dispersion modelling to demonstrate that the stack height of the CHP/CCHP is sufficient to prevent emissions having a significant impact on the air quality objectives for nitrogen dioxide (NO₂) and particulate matter (PM10)
- (g) outlining details of the modelling software chosen, emissions and stack parameters, building parameters, meteorological data, method used to calculate background and predicted concentrations
- (h) the location and grid reference of maximum pollution concentrations shall be identified, with distance from the stack
- (i) a full discussion of any potential breaches of air quality criteria; and a discussion of model sensitivity and variation
- (j) provision of a plan showing the termination point of all exhaust stacks associated with

CHP/CCHP ensuring the exhaust stack shall be located away from open-windows and air inlet vents

2.4 "the Application for Conservation Area Consent"

an application for Conservation Area Consent in respect of the development of the Property submitted to the Council and validated on 3 March 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/0665/C

2.5 "the Application for Listed Building Consent"

an application for Listed Building Consent in respect of the development of the Property submitted to the Council and validated on 3 March 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/0662/L

2.6 "Biofuel"

solid, liquid, or gas fuel derived from recently dead biological material ensuring:

- (a) the cost of supplying a unit of heat through the district heating system utilising Biofuels (taking into account fuel costs; plant capitalisation including storage; and operating and maintenance costs) is no more than five per cent (5%) higher than the cost of supplying the same unit of heat through the district heating system utilising gas;
- (b) the Biofuel can be sourced from within the M25; and
- (c) the Biofuel is derived from a waste source or replanted organic source

- 2.7 "the Certificate of Practical Completion" the certificate for the First Development and the certificate for the Second Development issued by or on behalf of the Owner for each of the First and Second Developments certifying that the each have been completed
- 2.8 "CHP" combined heat and power unit used to simultaneously generate both electricity and useful heat
- 2.9 "CCHP" combined cooling heat and power; being the use of a heat engine to simultaneously generate both electricity and useful heat and chillers to provide cooling
- 2.10 "Conservation Area Consent" the conservation area consent granted under reference number 2008/0665/C for the Second Development substantially in the draft form annexed hereto
- 2.11 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.12 "Construction Management Plan" a plan setting out how the Owner will undertake 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 has minimal impacts on the surrounding environment including (but not limited to):-

- (a) effects on the health and amenity of local residents site construction workers local businesses adjoining developments undergoing construction;
- (b) effects on other Conservation Area features;
- (c) a management scheme containing the measures that will be taken during construction/build to ensure the best practical means are achieved to control, manage and minimise dust and emissions of other pollutants from and attributable to the construction of the development such to include a method statement in accordance with the "Control of dust and emissions from construction and demolition" Best Practice Guidance published by London Councils 2006;
- (d) a specific timetable of dust generating activities and proposed dust control measures;
- (e) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements;
- (f) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;

(g) sizes of all vehicles and the schedule of when they will need access to the site;

(h) swept path drawing for the vehicle routes for all vehicles sizes;

(i) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;

(j) details of proposed parking bays suspensions and temporary traffic management orders;

(k) details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements;

(l) the proposed working hours;

(m) start and end dates for each phase of construction;

(n) 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

2.13 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.14 "the Development"

the First Development and the Second Development

2.15 "the Financial Contributions" the Highways Contribution and the Public Realm Contribution

2.16 "the First Development" (i) the First Planning Permission
demolition of garage block and erection of new west side wing comprising basement, lower ground, ground and 1st floors plus garage; erection of rear conservatory extension; remodelling of roofs of main house and east side wing; various external alterations and associated landscaping including new walled courtyard to rear of garage wing as shown on drawing numbers 1017/OS-01A; S01; S02; S03; S04; S06; S07; S08; S09; S10; S13; S14; 1017/AP01E; 02E; 03D; 04; 05; 06B; 07B; 08B; 09B; 10B; 13; Arboricultural Report (ArbTech Consulting Ltd) and associated plans; 7181.30.06, 20.05, 29.05; Landscape Strategy statement July 2008; EcoHomes Design Stage Pre Assessment dated 15.1.08; Preliminary Energy Study dated 15.1.08; letter from Southfacing dated 4.7.08 and photomontage x 1 1017/MOL01, 02

(ii) Listed Building Consent
demolition of garage block and erection of new west side wing comprising basement, lower ground, ground and 1st floors plus garage; erection of rear conservatory extension; remodelling of roofs of main house and east side wing; various external and internal alterations; and associated landscaping including new walled courtyard to rear of garage wing as shown on drawing numbers: 1017/OS-01A; S02; S03; S04; S06; S07; S08; S09; S10; S13; S14;

1017/AP01E; 02E; 03D; 04; 05; 06B; 07B; 08B; 09B; 10B; 13; 1017/D01 – 09 Arboricultural Report (ArbTech Consulting Ltd) and associated plans; 7181.30.06; Landscape Strategy statement July 2008; EcoHomes Design Stage Pre Assessment dated 15.1.08; Preliminary Energy Study dated 15.1.08; letter from Southfacing dated 4.7.08 and photomontage x 1

2.17 "the First Energy Plan"

a plan securing the incorporation of energy efficient measures in the construction and occupation of the First Development in its fabric and in its subsequent management and occupation to include the following:-

- (a) details and method of installation of a CHP unit including an investigation as to the need for cooling provided through a CCHP and implement where cooling is required to achieve Eco Homes Very Good or Excellent including full energy calculations justifying the size of the CHP or CCHP and limiting the use of electricity for any heating;
- (b) an Air Quality Assessment prior to the use of CHP or CCHP system as the case may be;
- (c) provision of a meter on the CHP/CCHP unit as the case may be so the Council can monitor how much energy is being derived from CHP/CCHP;
- (d) details showing how the carbon emissions will be reduced by 15% compared with building regulation requirements plus benchmark appliance electrical load through

its fabric and low or zero carbon technologies including a gas fired CHP;

(e) a strategy to use reasonable endeavours to ensure that the Owner is able to connect the First Development to any future decentralised heat and power system in the vicinity of the First Development provided that such system abuts the boundary of the First Property

such plan shall be monitored and reviewed as required from time to time

- 2.18 "the First Planning Application" a planning application in respect of the development of the First Property submitted to the Council and validated on 3 March 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/0661/P subject to conclusion of this Agreement
- 2.19 "the First Planning Permission" the planning permission granted under reference number 2008/0661/P for the First Development substantially in the draft form annexed hereto
- 2.20 "the First Property" the land known as Heath House North End Way London NW3 7ET the same as shown the same as shown edged in blue on Plan 2
- 2.21 "the First Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the First

Development in its fabric to include the following:-

- (a) details of how the First Development has attempted to reduce its carbon emissions and obtain 60% of the Energy credits in EcoHomes through improvements to its fabric
- (b) an independent post construction EcoHomes review with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in Water and 40% of the credits in Materials and Waste categories and to use reasonable endeavours to achieve 60% of the credits in Energy subject to limitations imposed by the listed status;
- (c) details showing the securing of a rainwater harvesting system including drawings and evidence showing how the system will be implemented and maintained;

2.22 "the Highways Contribution"

the sum of £140,000 (one hundred and forty 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 ("the Highway Works):-

- (a) the reorganisation of two crossovers on the North End Way and Spaniards Road junction adjacent to the First Property;

(b) improvement of existing crossover onto North End Way;

(c) footway improvements and landscaping works along the East side of North End Way and the West side of Spaniards Road within the vicinity of the Property;

(d) costs of public consultation in relation to the footway and pedestrian improvements on North End Way and Spaniards Road;

(e) reconfiguration of zebra crossings and associated footway works at the junction of North End Way and Spaniards Road;

(f) cleaning of war memorial at the junction of North End Way and Spaniards Road;

(g) any other highways works or measures required to be undertaken in the vicinity of the Property as a consequence of the Development

for the avoidance of doubt the Council does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.23 "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

- 2.24 "Listed Building Consent" the listed building consent granted under reference number 2008/0662/L for the First Development substantially in the draft form annexed hereto
- 2.25 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.26 "the Parties" mean the Council and the Owner
- 2.27 "Plan 1" the plan marked "Plan 1" annexed hereto
- 2.28 "Plan 2" the plan marked "Plan 2" annexed hereto
- 2.29 "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 7.1 hereof
- 2.30 "the Property" the First Property and the Second Property as shown shaded grey on the site location plan at Plan 1
- 2.31 "the Public Realm Contribution" the sum of £60,000 (sixty 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 environmental works and works of improvement to the public realm in the vicinity of



PLAN 1	Application No: 2008/0661/P	Scale:	N ↑
	Heath House	1:3000	
	North End Way	Date:	
	London	22-Dec-08	
	NW3 7ET		
<small>This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office, © Crown Copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.</small>			

the Property such as (but not limited to) the following ("the Public Realm Works");-

- (a) public realm improvement works in and around Whitestone Ponds;
- (b) reconfiguration of the roundabout and associated kerb works at junction of North End Way and Spaniards Road;
- (c) footway works to the east side of Spaniards Road and the West side of North End Way
- (d) provision of street furniture and lighting; and
- (e) any other works or measures to the public realm in the vicinity of the Property as the Council acting reasonably considers appropriate

2.32 "the Second Development"

- (i) the Second Planning Permission demolition of existing dwelling house and ancillary structures and erection of new basement and 2 storey dwellinghouse with basement parking, access ramp and associated landscaping and vehicular access off North End Way as shown on drawing numbers 5218/0001; 0002; 0005; 0006; 0007; 1001 rev B; 1002 rev B; 1003 rev B; 1004 rev C; 1005 rev B; 1006 rev B; 2001 rev A; 2002 rev A; 17195A/2/1; 17195A/2/2; 17195A/3/1; 17195A/4/1; HL(0)01 rev P5; 7181.30.06; Checklist of Compliance with Lifetime Homes Standards; Sustainable Energy Preliminary Report dated 15.1.08; Code for Sustainable Homes Design Stage Pre Assessment dated 6.5.08, plus letter from

Southfacing dated 4.7.08; 7181.30.06, 10.05, 19.05; Landscape Strategy statement July 2008; Arboricultural report (ArbTech Consulting Ltd) and associated plans and Photomontages x 4

(ii) Conservation Area Consent

demolition of existing dwelling and ancillary structures as shown on drawing numbers: 17195A/2/1; 17195A/2/2; 17195A/3/1 and 17195A/4/1

2.33 "the Second Energy Plan"

a plan securing the incorporation of energy efficient measures in the construction and occupation of the Second Development in its fabric and in its subsequent management and occupation to include the following:-

- (a) details and method of installation of a CHP unit including an investigation as to the need for cooling provided through a CCHP and implement where cooling is required to achieve code level 4 including full energy calculations justifying the size of the CHP of CCHP and limiting the use of electricity for any heating;
- (b) an Air Quality Assessment prior to the use of CHP or CCHP system as the case may be;
- (c) provision of a meter on the CHP/CCHP unit as the case may be so the Council can monitor how much energy is being derived from CHP/CCHP
- (d) a strategy to use reasonable endeavours to ensure that the Owner is able to connect the

Second Development to any future decentralised heat and power system in the vicinity of the Second Development provided that such system abuts the boundary of the Second Property;

such plan to be monitored and reviewed as required from time to time

- 2.34 "the Second Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3 March 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/0663/P subject to conclusion of this Agreement
- 2.35 "the Second Planning Permission" a planning permission granted under reference number 2008/0663/P for the Second Development substantially in the draft form annexed hereto
- 2.36 "the Second Property" the land known as Heath Park (formerly the Annexe) North End Way London NW3 7ET the same as shown edged in red on Pan 2
- 2.37 "the Second Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Second Development in its fabric to include the following:-
- (a) an independent post construction Code for Sustainable Homes review achieving code level 4 rating and attaining at least 50% of the credits in each of the Energy Water and

Materials categories to be carried out by a recognised independent verification body in respect of the Second Property

- (b) secure an improvement in thermal performance of the envelope of the Second Development compared with the assessment submitted with the Second Planning Application if required as part of achieving code level 4;
- (c) provide the results of an investigation of the inclusion of the following in the Second Development if required to achieve code level 4 rating:-
 - (i) photo voltaics;
 - (ii) green roof; and
 - (iii) grey water re-use system

2.38 "Statutory Undertaker Works" means any works required by a statutory undertaker as a result of the Highway Works

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 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

4.1 THE FINANCIAL CONTRIBUTIONS

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.
- 4.1.3 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 on any statutory undertaker's works arising during the course of carrying out the Highway Works.
- 4.1.4 The Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the Certified Sum.
- 4.1.5 If the whole sum of the Highways Contribution is not utilised in the undertaking of the Highway Works the Owner acknowledges that the Council may apply such part as has not been utilised towards the Public Realm Works.

4.2 THE CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior Implementation of the Development to provide the Council for approval the Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation until such time as the Council has approved Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 To ensure that throughout the Construction Phase that the Development shall not be carried out otherwise than in accordance with the requirements of 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 reasonable steps required by the Council to remedy such non-compliance.

4.3 THE SUSTAINABILITY PLAN

- 4.3.1 On or prior to the Implementation Date of the First Development to submit to the Council for approval the First Sustainability Plan.
- 4.3.2 Not to Implement nor permit Implementation of the First Development until the First Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.3.3 On or prior to the Implementation Date of the Second Development to submit to the Council for approval the Second Sustainability Plan.
- 4.3.4 Not to Implement nor permit Implementation of the Second Development until the Second Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.3.5 Not to Occupy or permit the Occupation of the First Development until the Council has confirmed in writing that the measures incorporated in the First Sustainability Plan as approved by the Council have been implemented in the construction of the First Development.
- 4.3.6 Not to Occupy or permit the Occupation of the Second Development until the Council has confirmed in writing that the measures incorporated in the Second Sustainability

Plan as approved by the Council have been implemented in the construction of the Second Development.

- 4.3.7 Following the Occupation Date of the First Development the Owner shall not, without the Council's prior written consent, carry out works to or within the First Property that would materially compromise the "very good" rating in respect of the sustainability of the First Property.
- 4.3.8 Following the Occupation Date of the Second Development the Owner shall not, without the Council's prior written consent, carry out works to or within the Second Property that would materially compromise the code level 4 rating of sustainability of the Second Property.

4.4 ENERGY PLAN

- 4.4.1 On or prior to the Implementation Date of the First Development to submit to the Council for approval the First Energy Plan.
- 4.4.2 Not to Implement nor permit Implementation of the First Development until the First Energy Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.4.3 On or prior to the Implementation Date of the Second Development to submit to the Council for approval the Second Energy Plan.
- 4.4.4 Not to Implement nor permit Implementation of the Second Development until the Second Energy Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.4.5 Not to Occupy or permit the Occupation of the First Development until the Council has confirmed in writing that the measures incorporated in the First Energy Plan as approved by the Council have been implemented in the construction of the First Development.
- 4.4.6 Not to Occupy or permit the Occupation of the Second Development until the Council has confirmed in writing that the measures incorporated in the Second Energy Plan as approved by the Council have been implemented in the construction of the Second Development.

4.4.7 Following the Occupation Date of the First Development the Owner shall use all reasonable endeavours to manage and occupy the First Development in accordance with the First Energy Plan as approved by the Council from time to time and upon written notice from the Council giving reasons why the Council considers that the First Energy Plan has not been complied with the Owner shall forthwith take any steps to remedy such non-compliance.

4.4.8 The Owner shall not change the CHP/CCHP in the First Development to Biofuel until such time as:-

- (a) a further Air Quality Assessment has been undertaken using dispersion modelling demonstrating to the Council's reasonable satisfaction that the impacts of NOx and PM10 do not have a materially negative impact on air quality and to include NOx and PM 10 emissions rates associated with the Biofuel CHP/CCHP in the report; and
- (b) the further Air Quality Assessment has been approved by the Council as demonstrated by written notice to that effect.

4.4.9 Following the Occupation Date of the Second Development the Owner shall use all reasonable endeavours to manage and occupy the Second Development in accordance with the Second Energy Plan as approved by the Council from time to time and upon written notice from the Council giving reasons why the Council considers that the Second Energy Plan has not been complied with the Owner shall forthwith take any steps to remedy such non-compliance.

4.4.10 The Owner shall not change the CHP/CCHP in the Second Development to Biofuel until such time as:-

- (c) a further Air Quality Assessment has been undertaken using dispersion modelling demonstrating to the Council's reasonable satisfaction that the impacts of NOx and PM10 do not have a materially negative impact on air quality and to include NOx and PM 10 emissions rates associated with the Biofuel CHP/CCHP in the report; and
- (d) the further Air Quality Assessment has been approved by the Council as demonstrated by written notice to that effect.

- 4.4.11 If Biofuel is agreed to be used for any CHP or CCHP pursuant to this Agreement then the fuel source shall not be changed without the consent of the Council.

5. OBLIGATIONS OF THE COUNCIL

- 5.1 Subject to the receipt of the Highways Contribution the Council shall consult with the Owner on the proposals for and the detailed design of the Highway Works and the integration of the Highway Works with the carrying out and completion of the Development.
- 5.2 The design process for the Highway Works will not commence until the Council has undertaken an investigation into the extent and potential costs of any known Statutory Undertaker's costs and advised the Owner of the outcome of such investigation;
- 5.3 If Statutory Undertakers works arise the Council will liaise with the Owner and advise of any additional costs arising from Statutory Undertakers works as soon as reasonably possible.
- 5.4 The Council hereby covenants with the Owner to use all reasonable endeavours to carry out the Highway Works in a good and workmanlike manner.
- 5.5 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.
- 5.5 In the event of the Highways Contribution not being utilised in whole or in part (on either the Highway Works or Public Realm Works) within five years from Implementation or the date of payment (whichever is the later) then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

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 each of the First Development and the Second Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning references 2008/0661/P and 2008/0663 the date upon which the First Development and the Second Development will be ready for Occupation.
- 6.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 reasonable 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 jointly and severally indemnify the Council for any expenses or liability 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 Payment of the Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM552ZL065 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.

6.6 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 the Owner 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.

6.7 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 together with if such payment 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

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

6.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 3% 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.

6.9 Where in this Agreement any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given in writing and shall not be unreasonably withheld or delayed provided that nothing herein shall fetter the statutory rights, powers or duties of the Council.

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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2008/0661/P and 2008/0663/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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.

8. **JOINT AND SEVERAL LIABILITY**


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

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
REDNORTH TRUSTEE LIMITED
in the presence of:-

 DAVID COX

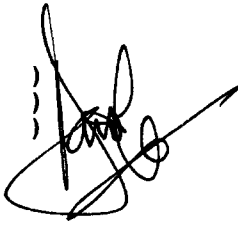
Witness Name MATTHEW EVANS

Address 136 NEVILL ROAD
LONDON
N16 0SX

Occupation SOLICITOR

Signature 

EXECUTED AS A DEED BY
GABLECROSS TRUSTEE LIMITED
in the presence of:-

 DAVID COX

Witness Name MATTHEW EVANS

Address 136 NEVILL ROAD
LONDON
N16 0SX

Occupation SOLICITOR

Signature 

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
HEATH HOUSE, NORTH END WAY, HAMPSTEAD, LONDON NW3 7ET

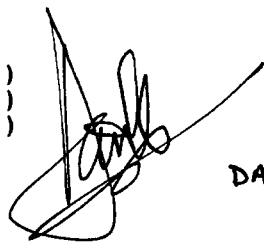
EXECUTED AS A DEED BY
GABLEDOWN TRUSTEE LIMITED
in the presence of:-

Witness Name **MATTHEW EVANS**

Address **136 NEVILL ROAD
LONDON
N16 0SX**

Occupation **SOLICITOR**

Signature 



DAVID COX

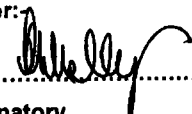
EXECUTED AND DELIVERED as a DEED)

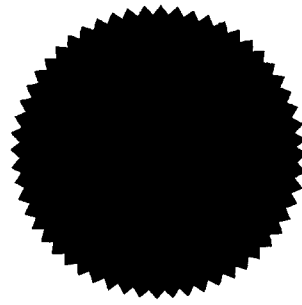
By.....)
(Insert name))
as Attorney of BARCLAYS BANK PLC)
in the presence of)

.....)
Name.....)

SAC

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


.....)
Authorised Signatory



Montagu Evans
6-12 Clarges Street
LONDON
W1J 8HB

Application Ref: **2008/0661/P**

22 December 2008

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:
**Heath House
North End Way
London
NW3 7ET**

Proposal:
Demolition of garage and part of rear wing including basement, lower ground, ground and 1st floors including double garage; erection of rear ground floor conservatory extension; remodelling of roofs of main house and east side wing; various external alterations; and associated landscaping including new walled courtyard to rear of garage wing.

DECISION
Drawing Nos: Drawing Nos. 1017/OS-01A; S01; S02; S03; S04; S06; S07; S08; S09; S10; S13; S14;
1017/AP01E; 02E; 03D; 04; 05; 06B; 07B; 08B; 09B; 10B; 13;
Arboricultural Report (ArbTech Consulting Ltd) and associated plans;
7181.30.06, 20.05, 29.05; Landscape Strategy statement July 2008;
EcoHomes Design Stage Pre Assessment dated 15.1.08;
Preliminary Energy Study dated 15.1.08; letter from Southfacing dated 4.7.08;
photomontage x 1
1017/MOL01, 02

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.

- 2 The details of the elevations and finishes to be used on the new extensions shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 No developments shall be carried out without first submitting details of any hard landscaping and means of enclosure of any hard paved areas to and approved by the Council. Such details shall show boundary treatments with the site adjoining Heath Park and shall show the hard surfacing to be permeable wherever possible. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Samples of the materials to be used for forecourt paving, pathways and driveways demonstrating the colour and texture, shall be submitted to and approved in writing 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.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the

permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 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 during construction and construction work, in accordance with the recommendations of the Arboricultural Report (including method statement and site protection plan) prepared by Arborish Consulting Limited hereby approved and shall follow the standards set out in BS5837:2005 "Trees in Relation to Construction".

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 policy N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 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 is in operation. Any plant/equipment hereby permitted shall have a noise level which is distinguishable from the background noise (whine, hiss, screech, hum) and shall not be a source of noise (clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive facade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies SD6 and T7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 Before the development commences, details of the proposed cycle storage area for two cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to occupation of the new house, and thereafter 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.

- 10 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1, B6 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

Informative(s):

DRAFT

- 1 Your proposals may be subject to the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 3 You are advised that policy 10 of the Replacement Unitary Development Plan 2006 encourages the use of building design measures to all and meet "Lifetime Homes" standards. The Council will consider 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 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste

DECISION

6 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.

7 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 SD1, SD2, SD6, SD8, SD9, SD12, H1, H2, H7, B1, B3, B6, B7, B8, B9, N2, N5, N8, T3, T7, T12. Although it is not in accordance with policy N1, it is considered that the circumstances warrant an exception being made to the requirements of this policy. For a more detailed understanding of the reasons for the granting of this permission, please refer to the officers report.

DRAFT

8 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable and welcomes the measures that have been indicated to date.

9 You are advised, as part of the overall landscaping improvements to the roadside verges around the site, to show a cutback to the bushed area just north of the existing vehicle entrance on North End Way in order to improve visibility for vehicles emerging from this entrance.

10 In good time, prior to the start of demolition on site, you shall discuss and agree with the Councils Highway Maintenance Team (020-7974 6956) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.

DECISION

Yours faithfully

Culture and Environment Directorate

Montagu Evans
6-12 Clarges Street
LONDON
W1J 8HB

Application Ref: 2008/0663/P

22 December 2008

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:
Heath Park (formerly the Annexe)
North End Way
London
NW3 7ET

DECISION
Proposal:
Demolition of existing single storey and auxiliary structures and erection of a new basement and 2 storey dwellinghouse with basement double garage, access ramp, and associated landscaping and vehicular access off North End Way.

Drawing Nos: Drawing Nos. 5218/0001; 0002; 0005; 0006; 0007; 1001 rev B; 1002 rev B; 1003 rev B; 1004 rev C; 1005 rev B; 1006 rev B; 2001 rev A; 2002 rev A; 17195A/2/1; 17195A/2/2; 17195A/3/1; 17195A/4/1; HL(0)01 rev P5;
Checklist of Compliance with Lifetime Homes Standards;
Sustainable Energy Preliminary Report dated 15.1.08;
Code for Sustainable Homes Design Stage Pre Assessment dated 6.5.08, plus letter from Southfacing dated 4.7.08;
7181.30.06, 10.05, 19.05; Landscape Strategy statement July 2008;
Arboricultural report (ArbTech Consulting Ltd) and associated plans;
Photomontages x 4

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 The details of the sections and elevations to be used on the building shall not be otherwise than as those which have been approved by the Council before any work is commenced on the relevant part of the development. Such details shall include proposed slab levels of the building in relation to the existing and proposed levels of the site and the surrounding land. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 A sample panel of the proposed materials, dimensions, proposed colour, texture, face-bond and finish of facing bricks, to be approved by the Council before the relevant part 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 S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

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

a) Plan, elevation and section drawings of all new external doors at a scale of 1:10 with typical moulding and architrave details at a scale of 1:1.

b) Plan, elevation and section drawings of all new windows at a scale of 1:10 with typical glazing bar details at 1:1.

c) Typical details of all new decorative external architectural features, including the

pediment, balustrades and porticos, at a scale of 1:10.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall show boundary treatments within the site adjoining Heath House and shall show the hard surfacing to be permeable wherever possible. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Samples of the materials to be used for forecourt paving, pathways and driveways demonstrating the colour and texture, shall be submitted to and approved in writing 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.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 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 during demolition and construction work, in accordance with the recommendations of the Arboricultural Report (including method statement and tree protection plan) by Arbtech Consulting Limited hereby approved and shall follow guidelines and standards set out in BS5837:2005 "Trees

in Relation to Construction".

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 policy N8 of the London Borough of Camden Replacement Unitary Development Plan 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 levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the area generally in accordance with the requirements of policies D1, S1, S2 and SD6 of Part 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies SD6 and T7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 11 Notwithstanding the provisions of Article 17 of the Town and Country Planning (General Permitted Development) Order 2004 (as amended) and notwithstanding that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) 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 S1/ S2, B1 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 No development shall take place until full details of the roof design, to include the incorporation of renewable energy equipment (such as solar panels and heating plant) and/or biodiverse green roofs, have been submitted to and approved by the Council, and the equipment shall be implemented in accordance with the approved details before occupation of the house.

Reason: To ensure that the roof is suitably designed to incorporate sustainable features in accordance with the requirements of policies SD9 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 13 Details of any green roofs, 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 a scheme of maintenance, shall be submitted to and approved by the Council prior to the commencement of works. Thereafter, the green roof shall be fully provided in accordance with the approved details, and permanently 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 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and design advice in the Council's Supplementary Planning Guidance.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Building Acts which covers, including fire and emergency escape, access and facilities for disabled persons and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers.
- 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 consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste
- 5 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).

6 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.

7 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 SD1, SD2, SD6, SD8, SD9, SD12, H1, H2, H7, B1, B3, B6, B7, B8, B9, N2, N5, N8, T3, T7, T12. Although it is not in accordance with policy N1, it is considered that material circumstances warrant an exception being made to the requirements of this policy. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

8 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable and welcomes the measures that have been indicated to date.

9 Active bird nests are protected under Part 1 of the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests are highly likely to be present within the site during peak nesting season, considered by Natural England as being between March and July. It is noted that active nests are afforded legal protection all year as they can be encountered throughout a nesting season which extends to Winter in February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests are absent. For further information contact Natural England on 020 7932 5800.

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

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED 17th January 2008

(1) REDNORTH TRUSTEE LIMITED
GABLECROSS TRUSTEE LIMITED and
GABLEDOWN TRUSTEE LIMITED

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
HEATH HOUSE
NORTH END WAY, HAMPSTEAD, LONDON NW3 7ET
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 1918
Fax: 020 7974 2962

G:\case files/culture & env/planning/Imm/s106 Agreements/Heath House
CLS/COM/LMM/1431.1362
s106 22.12.08 - Final