

DATED

18th January

2007

LBC.

(1) SEBBA INVESTMENT & DEVELOPMENT LIMITED

and

(2) CLYDESDALE BANK PUBLIC LIMITED COMPANY

and

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

A G R E E M E N T

relating to land known as

35 Upper Park Road, NW3 2UL

**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

Tel: 020 7974 2463
Fax: 020 7974 2962

S:\plan\BW\s106 Agreements/Camden/35 Upper Park Road

THIS AGREEMENT is made the 10th day of January 2007⁸ LBC.

B E T W E E N:

1. **SEBBA INVESTMENT & DEVELOPMENT LIMITED** (Company Registration Number 05366915) of 82 St John Street, London, EC1M 4JN and 56A Crewys Road, London, NW2 2AD (hereinafter called "the Owner") of the first part
2. **CLYDESDALE BANK PUBLIC LIMITED COMPANY** (Scotland Company Registration Number 1111) of 30 St. Vincent Place, Glasgow G1 2HL (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN148789 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 A Planning Application for the development of the Property was submitted to the Council and validated on 3 April 2007 and the Council resolved to grant permission conditionally under reference number 2007/1710/P subject to conclusion of this legal Agreement.
- 1.4 An Application for Conservation Area Consent for the development of the Property was submitted to the Council and validated on 3 April 2007 and the Council resolved to grant consent conditionally under reference number 2007/1711/C subject to conclusion of this legal Agreement.

- 1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 CLYDESDALE BANK PUBLIC LIMITED COMPANY as mortgagee under a legal charge contained in a Debenture registered under Title Number LN148789 and dated 8 September 2006 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|---|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Application for Conservation Area Consent" | an application for Conservation Area Consent in respect of the Development of the Property by the demolition of the existing single family dwelling house submitted to the Council and validated on 3 April 2007 for which a resolution to grant consent has been passed conditionally under reference number 2007/1711/C subject to conclusion of this Agreement |
| 2.4 | "the Certificate of | |

	Practical Completion"	the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction
2.5	"Conservation Area Consent"	Conservation Area Consent granted for the Development substantially in the form annexed hereto
2.6	"the Construction Phase"	the whole period between <ul style="list-style-type: none"> (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion.
2.7	"the 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 as set out in Schedule 2 hereto
2.8	"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
2.9	"the Development"	(i) Planning Permission

the demolition of the existing house and construction of 7 self-contained flats and ancillary gym at basement level as shown on drawing numbers Site Location Plan; 1 Rev 00 - 3 Rev 00; 4 Rev 01 - 22 Rev 01; 23 Rev 00 and Design Statement; Daylighting Impact Assessment, Internal Daylighting Analysis; Practice Profile; Renewable Energy Study; Ecohomes Pre-Assessment; Detailed Report on Existing Vegetation on Site; Planning and Conservation Statement; Alumasc Green Roof Systems Manufacturers Guide; Letters dated 23rd, 26th, 29th March and 4th April 200

(ii) Conservation Area Consent

the demolition of the existing single family dwelling house associated with planning application reference 2007/1710/P

2.10 "the Education Contribution"

the sum of £12,039.00 (twelve thousand and thirty-nine pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.11 "the Energy Strategy Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing energy emissions by at least 10% by using the proposed renewable energy methods contained within that plan

2.12 "the Highways

Contribution"

the sum of £9,750.00 (nine thousand, seven hundred and fifty 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 costs associated with the following ("the Highways Works"):-

- (i) the removal of the crossover and reinstatement of a Resident's Parking Bay
- (ii) revision of the Traffic Management Order in relation to the removal of the crossover and reinstatement of a Resident's Parking Bay

all works will be subject to final measure 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

2.13 "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

2.14 "Lifetime Homes Standards"

the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) in order to provide accessible

housing in the Development as set out in Schedule 1 hereto

2.15 "Nominated Unit"

the nominated unit (labelled apartment 03) entitled to on-street parking by way of a Resident's Parking Permit forming part of the Development shown shaded grey on the drawing annexed hereto and marked "Plan 2"

2.16 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.17 "the Open Space Contribution"

the sum of £12,015.00 (Twelve thousand and fifteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the maintenance, upkeep and preservation of public open spaces in the vicinity of the Property.

2.18 "the Parties"

mean the Council, the Mortgagee and the Owner

2.19 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 3 April 2007 for which a resolution to grant permission has been passed conditionally under reference number 2007/1710/P subject to conclusion of this Agreement

2.20 "Planning Obligations"

Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.21 "the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.22 "the Plans"	the Energy Strategy Plan, the Sustainability Plan and the Construction Management Plan
2.23 "the Property"	the land known as 35 Upper Park Road, NW3 2UL, the same as shown as shaded grey on the plan annexed hereto marked "Plan 1"
2.24 "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
2.25 "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
2.26 "the Sustainability Plan"	a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Assessment Method assessment and an EcoHomes Environmental Assessment with a

target of achieving "very good" or better to be carried out by a recognised independent verification body in respect of the Property.

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 references 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 subject to clause 4.1 the residential units (excluding the Nominated Unit) forming part of the Development shall be treated as being

permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows: -

4.1 CAR FREE HOUSING

4.1.1 To ensure that prior to occupying the residential units (and for the avoidance of doubt, excluding the nominated unit, as indicated on the plan annexed hereto), forming part of the Development each new resident of the residential units within the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Parties acknowledge that the provision in clause 4.1.1 shall not apply to the residents of the Nominated Unit as indicated on the plan annexed hereto.

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.1.1 and 4.1.2 above will remain permanently.

4.2 EDUCATION AND OPEN SPACE CONTRIBUTIONS

4.2.1 On or prior to the Implementation Date to pay to the Council the Education Contribution and the Open Space Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution and the Open Space Contribution in full.

4.2.3 In the event that any of the Education and Open Space Contributions required by this Agreement to be paid by the Owner to the Council remain unspent by the Council

after a period of 10 years from the date that the payment of the contribution was made, then the sum of the remaining part shall upon formal written request to the Council be repaid to the party who made the payment.

4.3 THE HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution

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

4.3.3 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 in carrying out the Highway Works.

4.3.4 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.

4.3.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said notice pay to the Owner the amount of the shortfall.

4.4 THE PLANS

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Plans.

4.4.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Plans as demonstrated by written notice to that effect with such approval not to be unreasonably withheld or delayed.

4.4.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved 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.

4.4.4 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 in accordance with and contained in the Sustainability Plan and the Energy Strategy Plan as approved by the Council as demonstrated by written notice to that effect.

4.4.5 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 Plans 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 Plans.

4.5 LIFETIME HOME STANDARDS

4.5.1 Not to Implement nor permit Implementation until it has submitted to the Council plans for the proposed Development showing all Residential Units designed to Lifetime Homes Standards and the Council has approved the plans as demonstrated by written notice to that effect.

4.5.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.5.1 of this Agreement.

4.5.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the Residential Units have been built out to Lifetime Homes Standards as approved.

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 7 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 numbers 2007/1710/P and 2007/1711/C the date upon which the residential units forming the Development are 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 contribution pursuant to Clauses 4.2 and 4.3 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 ZM124ZL065 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2007/1710/P and 2007/1711/C and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

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

8. **RIGHTS OF THIRD PARTIES**

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

SCHEDULE 1

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards	Housing Corporation Scheme Development Standards compliance (3rd Edition) (E=essential, R=recommended)
1 Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date	1.1.3.4 E (requires actual provision at the outset rather than provision for later enlargement)
2 The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m.* Paths should be a minimum of 900mm width	1.1.3.2 E (but covers natural surveillance, not distance)
3 The approach to all entrances should be level or gently sloping	See standard 2 above for the definition of gently sloping	relevant parts of 1.3.1.1 E
4 All entrances should: a) be illuminated relevant parts of 1.3.1.2 E b) have level access over the threshold and c) have a covered main entrance	The threshold upstand should not exceed 15mm	1.1.1.12 E
5 a) Communal stairs should provide easy access and b) where homes are reached by a lift, it should be fully wheelchair accessible	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm Uniform going not less than 250mm Handrails extend 300mm beyond	1.4.1.5 E

top and bottom step
Handrail height 900mm from each
nosing

Minimum dimensions for lifts 1.2.1.44 E

Clear landing entrances 1.2.1.45 E

1500x1500mm

Min. internal dimensions

1100x1400mm

Lift controls between 900 and

1200mm from the floor and

400mm from the lift's internal front

wall

6 The width of the doorways and hallways should conform to the specifications in the next column .	<i>Doorway clear opening width (mm)</i>	<i>Corridor/ passageway width (mm)</i>	1.3.1.2 E
			1.3.1.3 E
			1.3.1.4 E

750 or wider	900 (when approach is head- on)
750	1200 (when approach is not head- on)
775	1050 (when approach is not head- on)
900	900 (when approach is not head- on)

The clear opening width of the front door should be 800mm. There should be 300mm to the side of the leading edge of doors on the entrance level

7 There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere	A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required	1.3.1.12 R
---	--	------------

8 The living room should be at entrance level	1.3.1.10 R
---	------------

9 In houses of two or more storeys, there should be space on the entrance level that	1.6.3.6 R 1.3.1.11 R
--	-------------------------

could be used as a convenient
bed- space

<p>10 There should be: a) a wheelchair accessible entrance level WC, with b) drainage provision enabling a shower to be fitted in the future</p>	<p>The drainage provision for a future shower should be provided in all dwellings 1.3.1.5 E 1.3.1.9 R 1.6.3.6 R</p> <p><i>Dwellings of three or more bedrooms</i> For dwellings with three or more bedrooms, or on one level, the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow)**</p> <p><i>Dwellings of two or fewer bedrooms</i> In small two- bedroom dwellings where the design has failed to achieve this fully accessible WC, the Part M standard WC will meet this standard</p>	
<p>11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails</p>	<p>Wall reinforcements should be located between 300 and 1500mm from the floor</p>	<p>1.6.3.1 E</p>
<p>12 The design should incorporate: a) provision for a future stair lift b) a suitably identified space for a through- the- floor lift from the ground to the first floor, for example to a bedroom next to a bathroom</p>	<p>There must be a minimum of 900mm clear distance between the stair wall (on which the lift would normally be located) and the edge of the opposite handrail/ balustrade. Unobstructed 'landings' are needed at top and bottom of stairs</p>	<p>1.3.1. 6 E 1.6.3.6 R</p>
<p>13 The design should provide for a reasonable route for a potential hoist from a main</p>	<p>Most timber trusses today are capable of taking a hoist and tracking. Technological advances</p>	<p>1.6.3.2 E 1.2.1.31 R</p>

bedroom to the bathroom

in hoist design mean that a straight run is no longer a requirement

14 The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin

Although there is not a requirement for a turning circle in bathrooms, sufficient space should be provided so that a wheelchair user could use the bathroom

15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/ operate

People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room

1.4.1.1 E
1.2.1.32 R

16 Switches, sockets, ventilation and service controls should be at a height usable by all (i.e. between 450 and 1200mm from the floor)

This applies to all rooms including the kitchen and bathroom

1.3.1.14 R (switches, door handles and thermostats at 900-1200mm)
1.3.1.15 R (sockets at 450- 600mm)

* Providing there are top, bottom and intermediate landings of not less than 1.2m excluding the swing of doors and gates.

** But please note that it is important to meet the Part M dimensions specified to each side of the WC bowl in entrance level WCs (diagrams 10a and 10b). The Lifetime Homes standards for houses of three bedrooms or more require full side transfer from at least one side of the WC.

SCHEDULE 2

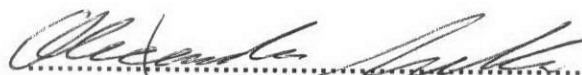
CONSTRUCTION MANAGEMENT PLAN

This is the method statement giving effect to (a) the requirements of the Council's Considerate Contractor Manual and (b) requirements of Transport for London setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase. It will ensure that the Construction Phase is co-ordinated as far as reasonably possible, including procedures for routing vehicles, delivery schedules and amendments to normal traffic arrangements. Specifically, it should cover the following areas:

- a. Traffic and Access Management - An access drawing will need to be submitted and approved showing how the site will be accessed for the duration of the construction period. Construction vehicles should avoid obstructing the carriageway and footway at all times, and obstructions will only be allowed for very short periods during exceptional events (for example, events associated with moving machinery onto the site).
- b. Vehicle Movements and Routing - Expected daily construction vehicle movements should be stated, along with the routing of construction vehicles. Heavy vehicle movements should be avoided during peak times. Construction vehicle routes should avoid sensitive residential areas where possible.
- c. Parking Bay Suspension - The duration for which a residents parking bay(s) will need to be suspended has to be stated. A parking bay suspension will be needed if a skip bin is to be located on the highway during construction, or if heavy machinery needs to be moved on to the site. An application will need to be made to Camden Parking Solutions.
- d. Skip Bin Licence - in conjunction with (c.) above, a licence will be needed if a skip bin is proposed to be located on the highway. Ideally, skip bins will be located within the site. An application will need to be made to Highways Management.
- e. Construction Access Hours - These should be stated, and need to take into account recognised residential noise standards.
- f. Construction Vehicle Parking - Dispensation parking permits will be necessary for construction vehicles, or alternatively, pick up/drop off arrangements for labourers and tradesmen will need to be stated. An application for parking dispensation permits will need to be made to Camden Parking Solutions.
- g. Pedestrian Safety - All construction vehicle movements must be supervised to ensure that pedestrian safety is not compromised at any time. Pedestrians should receive sufficient warning of construction vehicle movements. A statement outlining how pedestrian safety will be maintained needs to be submitted.

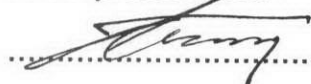
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written


EXECUTED as a Deed
By SEBBA INVESTMENT & DEVELOPMENT
LIMITED
by
in the presence of:-


.....
Director

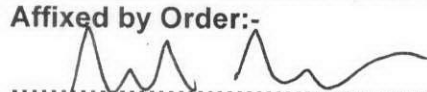

.....
Director/Secretary

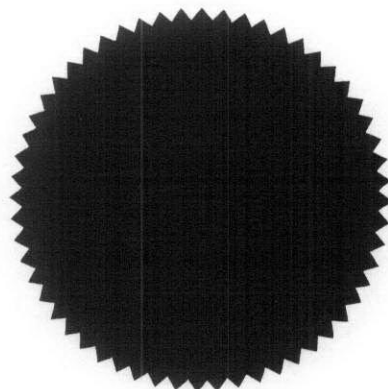
EXECUTED as a Deed
By CLYDESDALE BANK PLC
by
in the presence of:-


.....


BEN BARBANEL
partner, Business Banking

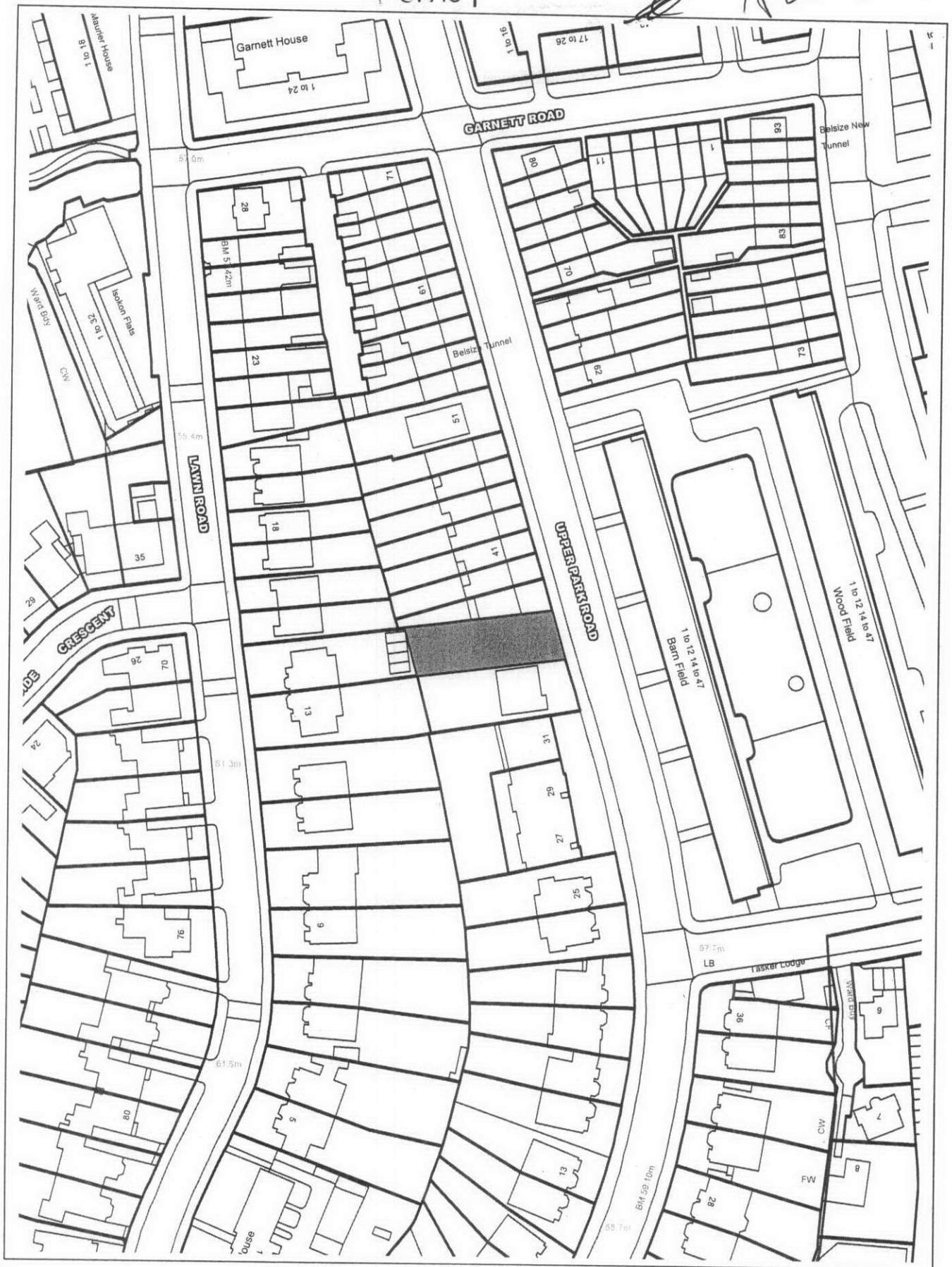
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-


.....
Authorised Signatory



PLAN 1

A-5



Application No: 2007/1710/P

35 Upper Park Road

□ London

□ NW3 2UL

Scale:
1:1250

Date:
7-Nov-07



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.

Architectural floor plan of Apartment 03 (3 bedrooms). The plan shows the layout of the apartment, including bedrooms, kitchen, living area, and bathroom. The plan also shows the existing building contour and the location of an existing pear tree (upper park 33).

Room labels and dimensions:

- Bedroom: 3.85x4.10
- Bedroom: 4.35x3.75
- Bedroom: 3.85x2.85
- Kitchen: 2.45x4.40
- Dining: 3.30x3.80
- Living: 3.30x3.80
- Bathroom: 1.50x2.50
- Bathroom: 1.50x2.50
- Bathroom: 1.50x2.50
- Elevator

Other labels:

- existing building contour
- existing pear tree (upper park 33)
- APARTMENT 03 (3 bedrooms)

apartment 03 = 132 sqm
lobby = 22 sqm
total floor area = 154 sqm

[illegible]

FILE NAME: ...labeluppiupp-sketchup-sk1f.dwg

CONTRACTOR TO CHECK
ALL DIMENSIONS ON SITE
DO NOT SCALE

35 UPPER PARK ROAD
LONDON NW3

SCALE	1:50
-------	------

DRAWING NO. 10

**FIRST FLOOR
PLAN**

03.11.06			REV
APPR	TENDER	CONST.	01

date: 25-03-2007

architect

the heder partnership
11 gottlieb street tel aviv 64392
T +972-3-5222402 F +972-3-5222403
mail@theheder.com www.theheder.com

in association with:
kevin fellingham
architecture LLP
 wharf studios baldwin terrace
 T +0207-354 0677 M +0790-160 4437
k.fellingham@kffellingham.com www.kffellingham.com

Cluttons LLP
Planning & Regeneration
2 Portman Street
LONDON
W1H 6DU

Application Ref: **2007/1710/P**

07 November 2007

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
35 Upper Park Road
London
NW3 2UL

DECISION
Proposal:

Demolition of the existing house and construction of 7 self-contained flats within a five storey building plus basement and sub basement levels including an ancillary gym.

Drawing Nos: Site Location Plan; 1 Rev 00 - 3 Rev 00; 4 Rev 01 - 22 Rev 01; 23 Rev 00
Design Statement; Daylighting Impact Assessment, Internal Daylighting Analysis; Practice Profile; Renewable Energy Study;

Ecohomes Pre-Assessment; Detailed Report on Existing Vegetation on Site; Planning and Conservation Statement; Alumasc Green Roof Systems Manufacturers Guide; Letters dated 23rd, 26th, 29th March and 4th April 2007

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.

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.

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

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

- 4 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved by the Council as the local planning authority before any works on site are commenced.

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.

- 5 No external plant or equipment shall be erected on the site.

Reason: To safeguard the amenities of the neighbouring premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Before the development commences, details of the method of waste storage and removal including recycled materials shall be submitted to and approved by the Council and the approved method shall be permanently maintained and retained

thereafter.

Reason: To safeguard the amenities of the neighbouring premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The cycle parking area as shown on the approved plans shall be completed before the development is first occupied and shall provide parking for 7 cycles, and thereafter be kept free from obstruction and available for the parking of cycles only.

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.

- 8 The details of the materials [windows, glazing, doors, facing materials and boundary treatments] to be used on the development shall be submitted to and approved by the Council before any work is commenced on the relevant part of the development. These parts of the development 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, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 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 6941).
- 2 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.
- 3 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).

- 4 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 5 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.
- 6 Please note that any approval given by the Council does not give an exemption from the requirements to comply with the Wildlife and Countryside Act 1981 (as amended), or any other Acts offering protection to wildlife. Of particular note is the protection offered to bats, birds and their nests, whilst being built or in use. For further information contact Natural England on 020 7932 5896.
- 7 Please note that Council will encourage the use of native species within the replanning scheme required in condition 2 of this planning permission.
- 8 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, SD4, SD6, SD9, B1, B7, N5, N7, H1, H7, H8, T1, T3, T4, T8 and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 9 Should any habitats be discovered on site the developer has a responsibility to contact English Nature on 01206 796666

Yours faithfully

Culture and Environment Directorate

DATED

10th January

2007 & LBL.

(1) SEBBA INVESTMENT & DEVELOPMENT LIMITED

and

(2) CLYDESDALE BANK PUBLIC LIMITED COMPANY

and

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

AGREEMENT

relating to land known as
35 Upper Park Road, NW3 2UL
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

Tel: 020 7974 2463
Fax: 020 7974 2962

S:\plan\BW\s106 Agreements/Camden/35 Upper Park Road