

written notice to that effect) in accordance with this Agreement (such approval not to be unreasonably withheld or delayed).

- 4.5.3 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 works in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect.

4.6 LIFETIME HOMES STANDARDS

- 4.6.1 Not to Implement or permit Implementation until it has submitted to the Council plans showing all of the Residential Element forming part of the Development have been designed to Lifetime Homes Standards and the Council have approved the same in writing (such approval not to be unreasonably withheld or delayed).
- 4.6.2 Not to Implement or permit Implementation of the Development otherwise than in accordance with the plan referred to in clause 4.6.1 of this Agreement such plans as approved by the Council.
- 4.6.3 Not to allow or permit Occupation of any part of the Development until the Council has confirmed that all of the Residential Element has been built out to Lifetime Homes Standards in accordance with clause 4.6.1 of this Agreement (such conformation not to be unreasonably withheld or delayed).

4.7 MANAGEMENT OF THE CONSTRUCTION PHASE

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval a draft Method Statement (such approval not to be unreasonably withheld or delayed).
- 4.7.2 Not less than three months prior to the Implementation Date (unless otherwise agreed in writing with the Council) and at its own expense:
- (a) to invite the following to become members of the Working Group:
 - (i) representatives of existing residents associations traders associations or any other bodies or groups representing the owners residents

and/or businesses in the immediate locality subject to a maximum of five (5) persons

- (ii) the Owner's architect plus one additional representative as may be nominated by the Owner from time to time
 - (iii) any other person or persons having a direct interest in the management of the Construction Phase reasonably nominated by the Council (subject to a maximum of two (2) persons)
- (b) (i) to procure that the project manager for the Development or their nominated deputy and a representative from the Owner's contractor (and any other appropriate professional representatives of the Owner that the Parties agree) shall be a member of the Working Group and shall attend all meetings of the Working Group
- (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the owners and or occupiers of the residences and businesses in the locality and other interested parties about the operation of the Working Group such person to organise and attend all meetings of the Working Group all such meetings to take place within easy walking distance of the Property
- (iii) to ensure an appropriate venue in the vicinity of the Property is procured for each meeting of the Working Group
- (c) to give a minimum of seven (7) days written notice of the time and place and date of each meeting of the Working Group to all members of such Working Group
- (d) to ensure that meetings of the Working Group shall take place at least once every four months during the Construction Phase ALWAYS PROVIDED that any member of the Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to convene a meeting of the Working Group and a meeting of the Working Group so convened shall consider matters specified in the notice as requiring discussion AND PROVIDED ALSO that if the Working Group decide to meet less frequently than is

provided above during the Construction Phase, meetings of the Working Group shall be convened at such intervals as the Working Group decides

- (e) to ensure that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Owner or Owner's representative to all members of the group within fourteen (14) days of each meeting)
 - (f) in the event of the majority of members of the Working Group (having particular regard to the Method Statement) making a recommendation to the Owner in respect of the management of the Construction Phase to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation which accords with the approved Method Statement not being adopted by the Owner the Owner shall notify the next meeting of the Working Group of this fact together with written reasons as to why this is the case.
 - (g) to provide at its own expense throughout the Construction Phase of the Development a telephone complaints service that shall be available to local residents to be staffed by a representative of the Owner as agreed by the Council during all periods of construction activity and an answer-phone service outside periods of construction activity and the Owner shall act in good faith expeditiously taking any action that accords with the approved Method Statement and which is reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Working Group written information about any such complaints received and action taken in respect of them as it considers appropriate).
- 4.7.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the approved Method Statement in accordance with the requirements of this Agreement (subject to such variations as the Council may approve from time to time in accordance with the requirements of this Agreement such approval not to be unreasonably withheld or delayed) and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith

take any steps reasonably required in writing by the Council to remedy such non-compliance.

4.8 THE ENERGY STRATEGY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Strategy Plan (such approval not to be unreasonably withheld or delayed) .
- 4.8.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Energy Strategy Plan as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.
- 4.8.3 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 works in accordance with and contained in the Energy Strategy Plan as approved by the Council as demonstrated by written notice to that effect
- 4.8.4 After the Occupation Date the Owner will use reasonable endeavours to ensure the Development is occupied in accordance with the terms of the Energy Strategy Plan as approved by the Council and in the event of non-compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.9 THE VENTILATION EQUIPMENT PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Ventilation Equipment Plan (such approval not to be unreasonably withheld or delayed).
- 4.9.2 Not to Implement or permit Implementation of the Development until the Ventilation Equipment Plan has been approved by the Council (as demonstrated by written notice to that effect) in accordance with this Agreement (such approval not to be unreasonably withheld or delayed).

- 4.9.3 To commence and complete at the Owner's expense all works in accordance with the Ventilation Equipment Plan and to give notice to the Council on or prior to the date such works have been substantially completed specifying that such works have been or are about to be substantially completed.
- 4.9.4 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all works (and the Council has confirmed in writing that such works have been completed) in accordance with and contained in the Ventilation Equipment Plan.

4.10 MOBILITY HOUSING STANDARDS

- 4.10.1 Not to Implement or permit Implementation until such time as it has submitted to the Council plans for the proposed Development showing no less than 10% of the Residential Element designed to Mobility Housing Standards and the Council have approved the same as demonstrated by written notice to that effect.
- 4.10.2 Not to Implement or allow Implementation of the Development otherwise than in strict accordance with the plans referred to in sub-clause 4.10.1 to this Agreement such plans as approved by the Council as demonstrated by written notice to that effect
- 4.10.3 Not to Occupy or permit Occupation of any part of the Development until the Council has confirmed by written notice to that effect that the allocated 10% of the Residential Element have been built to Mobility Housing Standards.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 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 2006/3669/P the date upon which the residential units forming the Development are ready for occupation.

- 5.2 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.
- 5.3 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 Contributions pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM152ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.8 All costs and expenses payable to or by 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 number 2006/3669/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.

- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successor in title nor any person deriving title from the Owner 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. Any party with a mortgage of charge over the Property shall have no liability under this Agreement unless it becomes a mortgagee in possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8. 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 its Deed the day and year first before written

THE FIRST SCHEDULE

THE TRAVEL PLAN

PART ONE: Components of the Travel Plan

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

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

(For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.transportenergy.org.uk)

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

In drawing up to the Travel Plan ("the Plan") the Owner shall ensure that provisions relating to the following matters are contained within the Plan (insofar as they are relevant and appropriate) with particular emphasis on those contained within Section A:-

SECTION A:-

1. Public Transport and walking

- a. Review the public transport needs of staff and visitors to the Property and consider potential park and ride type services or shuttle-type services for staff and or visitors, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)

- c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for staff and visitors

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Staff Parking and travel

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

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

6. Traffic Management

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

7. Cycling

Consideration must be given to the following workplace cycling measures

–

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

It is expected that deliveries for the additional floorspace will occur as existing, however, the Plan must seek to:

- a. identify any specific additional servicing required of the existing traffic and transport constraints of the Property.
- b. Consideration must also be given to the use of alternatively-fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener- fuelled vehicle grants

9. Disabled Parking

A disabled parking management plan must be included to ensure the designation of specific disabled parking spaces and the display of clear signage to them

10. Car Club

A car club facility must be included to provide residents of the Development with a discounted rate for membership and use of vehicles operated by a local car club for each resident with a minimum of 25% discount from the standard car club rate for a period of at least 24 months.

SECTION B:-

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Green Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Green Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Property and into publicity material as appropriate and by making copies of the Plan available to staff and visitors at the Property.
3. ongoing senior management commitment and consultation with staff and occupants of the Property
4. a designated staff travel co-ordinator within the Property to be responsible for implementing the Plan
5. a communications strategy within the Development about the benefits of the Plan

PART TWO: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with employees

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

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

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

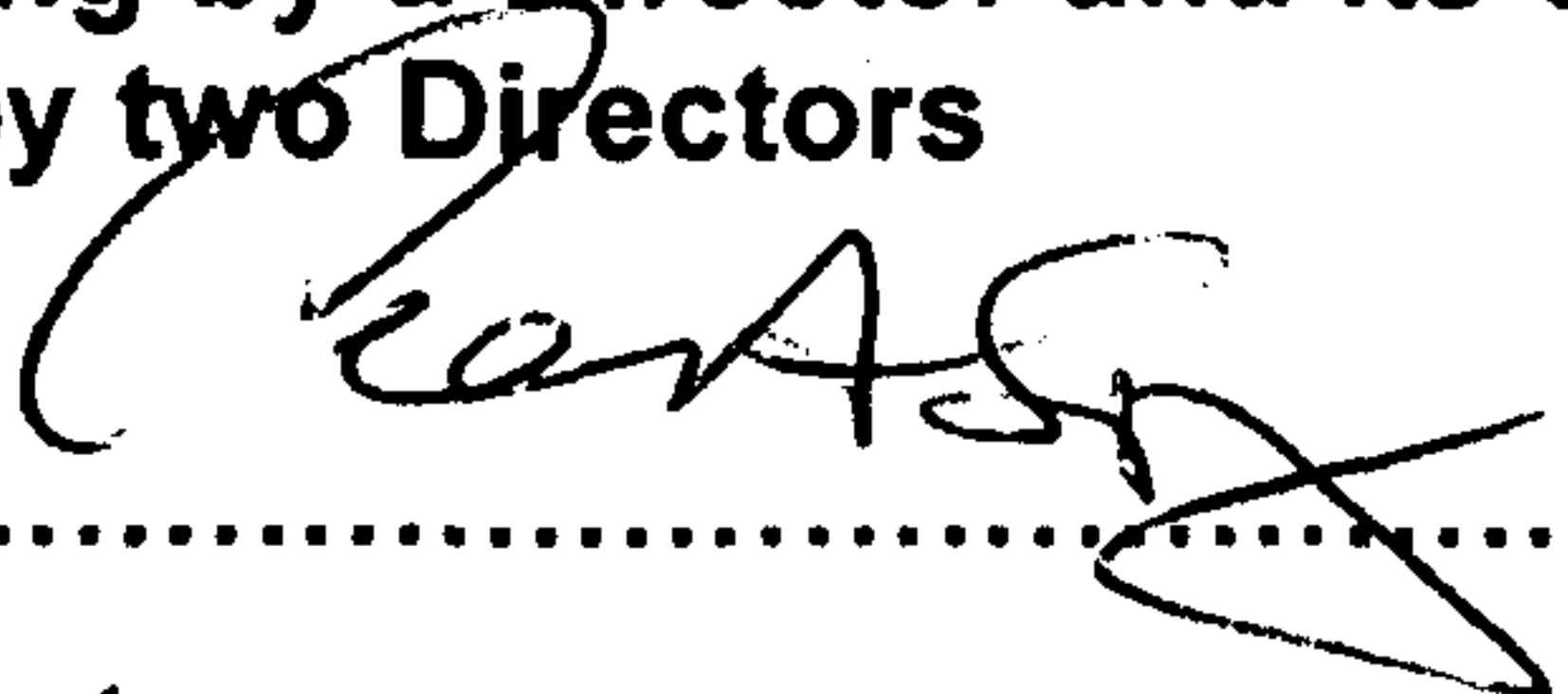
4. **Implementation**

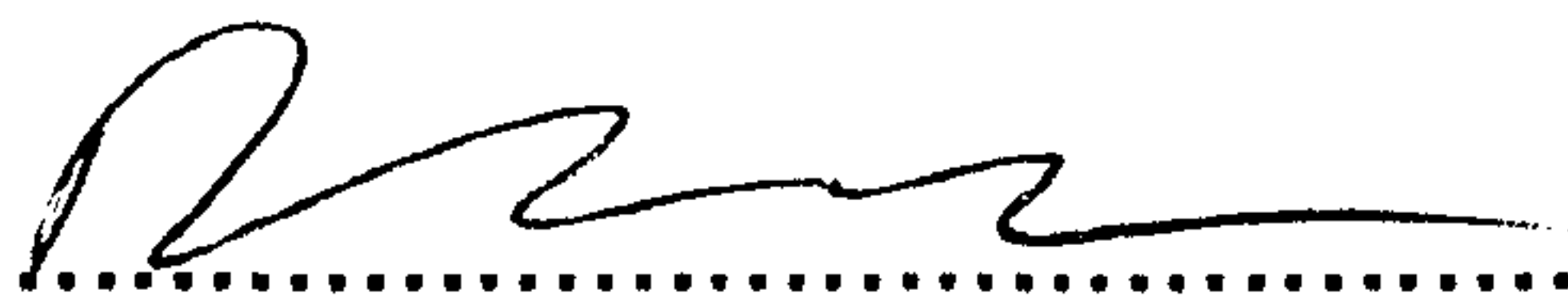
Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

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

EXECUTED AS A DEED BY)
LONDON & REGIONAL HOMES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

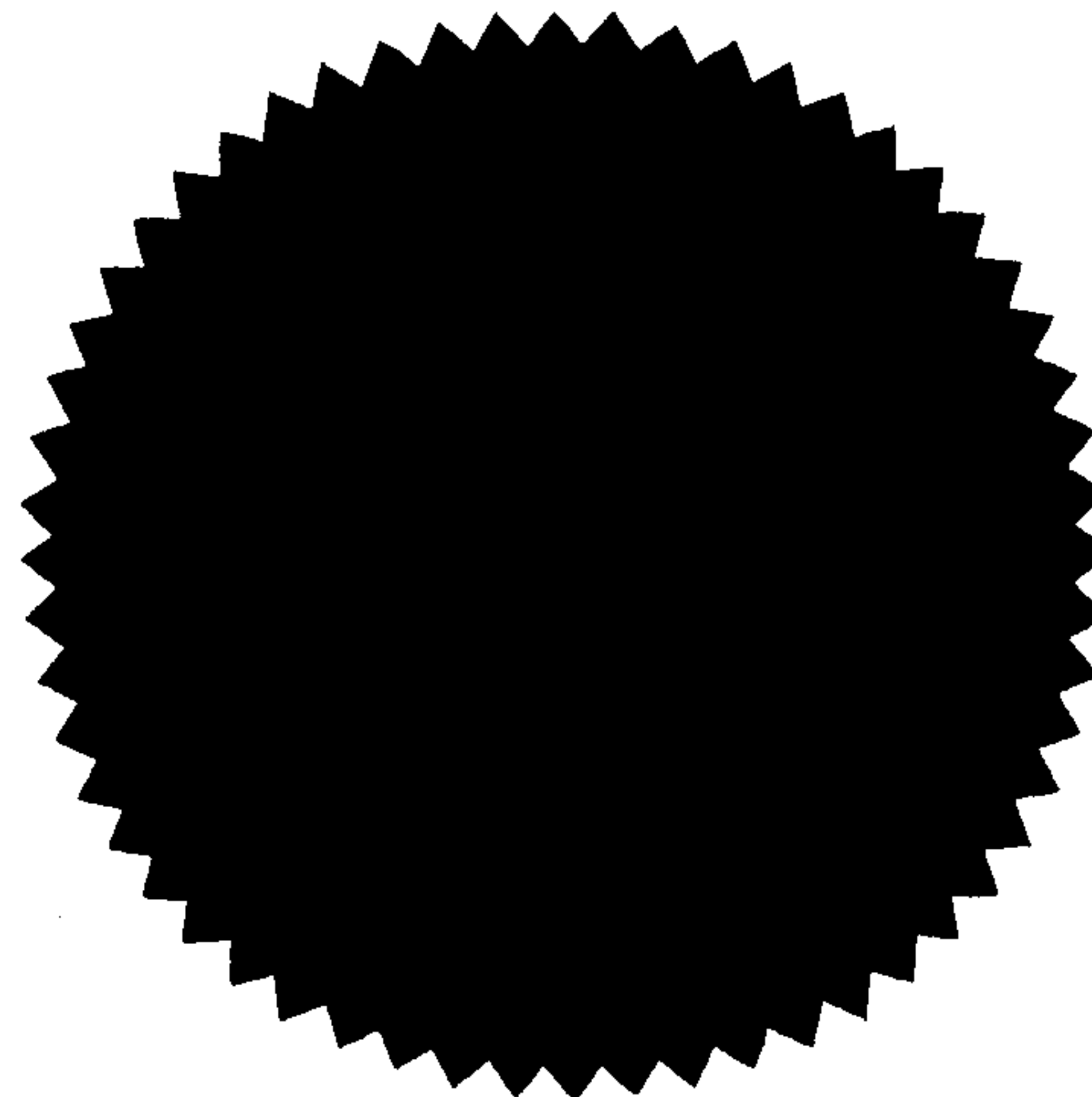

.....
Director


.....
Director/Secretary

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
86 CHALK FARM ROAD, LONDON NW1 8AR

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

.....
Authorised Signatory



Hepher Dixon
Bridewell Gate
9 Bridewell Place
LONDON
EC4V 6AW

Application Ref: 2006/3669/P

03 January 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:
86 Chalk Farm Road
London
NW1 8AR

PROPOSAL
Proposal:

Mixed use redevelopment of former petrol station to provide a part single/ part 3/ part 4 storey building comprising ground floor retail or professional services or office use (Class A1/A2/B1); 13 residential units on first, second and third floors above (comprising 7 x 1-bedroom; 4 x 2-bedroom and 2 x 3-bedroom units); plus 3 x 3-bed mews houses to the rear together with a single storey car port for 3 vehicles/storage building for use ancillary to the houses.

Drawing Nos: 15876A-1; 417.00.03D, 04C-06C, 07B-09B, 10.A, 11B, 12.A, 13B, 14A, 15A, 16, 17, 18; Environ'l Noise Survey Report 12467/PPG24; Daylight Report SJP/sjp/04277; PI Design Statement dated 31/7/06 by Harper_Downie; EcoHomes WORKSHOP Report Issue 3 by URS dated 1/8/06; Blyth and Blyth energy demand assess't re. Mayor's Sustainable Design and Construct'n SPG App.D.; Renewable Energy Feasibility Study by URS Corp'r (Sept 2006); Shell Retail Unit BREEAM Report by URS Corp'n (dated 5/10/06); Sustainability Statement ref.44407254 (Sept 2006)

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.

[illegible]

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 Details demonstrating that all of the residential units hereby approved will be provided to Lifetime Homes standards and 10% of the units will be capable of being accessible to wheelchair users, shall be submitted to and approved by the local planning authority prior to commencement of the residential development. The development shall be carried out in accordance with such details as are approved. The second floor flat shown as wheelchair accessible shall be provided as such.

Reason: To ensure satisfactory provision is made within the development to enable occupation and use by wheelchair users and that all of the units will be suitable/adaptable for their occupiers over time, taking account of their changing physical abilities in accordance with Policy H7 of the Camden Replacement Unitary Development Plan 2006.

- 3 Details of proposed slab levels of the proposed development in relation to the existing and proposed levels of the site and the surrounding land shall be submitted to and approved by the local planning authority before development commences. The development shall not be carried out other than in accordance such details as approved.

Reason: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 4 The development shall not be occupied until all the sustainability measures based on the submitted BREEAM/Eco-Homes Assessment have been incorporated into the development. Such measures shall be permanently maintained thereafter.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policy SD9C of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Prior to commencement of works (other than in the case of the ground floor commercial floorspace which shall be prior to occupation of any part of the commercial floorspace), BREEAM and EcoHomes Design Stage Assessments using the relevant tools for each component of the development must be submitted

to and approved by the local planning authority. To be approved by the local planning authority, these assessments must show compliance with the submitted pre-assessment ratings in order to achieve a rating of 'very good', or provide satisfactory justification from the BREEAM Assessor for any non-compliance.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policy SD9C of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Details of all hard and soft landscaping on the site shall be submitted to and approved by the local planning authority prior to commencement of the development and shall be carried out in accordance with such approved details no later than the end of the first planting season following completion of the development or any phase 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, no later than the end of the following planting season, with others of similar size, and species, unless the Council gives prior written consent to any variation.

Reason for condition: To ensure that suitable areas of circulation and amenity are provided within the development to an acceptable standard, in accordance with policy Policy B1 of the Replacement Camden UDP 2006.

- 7 The construction of the surface and foul water drainage system shall be carried out in accordance with the details submitted to and approved in writing by the local planning authority before the development commences.

Reason: To minimise risk of flooding and prevent pollution of the water environment, in accordance with policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 Details of green roof design (including details of plant species) and any other measures to enhance local biodiversity shall be submitted to and approved by the local planning authority and shall be provided and maintained within the development for as long as the development remains in existence.

Reason for condition: To ensure the development makes a suitable contribution to encouraging local biodiversity in accordance with Policy N5 of the Camden Replacement UDP 2006.

- 9 An arborocultural method statement showing how the three street Ash trees in front of the site on the pavement on Chalk Farm Rd will be protected during the construction process and will be prevented from harm by the proposed development shall be submitted to and approved by the local planning authority prior to the commencement of the development. The development shall be carried out in accordance with any such approved details.

Reason for Condition: To ensure that trees that contribute to the amenities of the area are protected from harm by the proposed development, in accordance with Policies B1, B2 and N7 of the Camden Replacement UDP 2006.

- 10 The parking spaces shown on the approved drawings shall only be used for the residential parking needs of the residential occupiers of the development. No non-

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residential parking will be allowed, unless previously agreed in writing with the local planning authority.

Reason for condition: To ensure that adequate parking is provided for the occupiers of the development and to prevent other parking/activities that may cause nuisance, in accordance with Policies Policies T7 and T9 of the Camden Replacement UDP 2006.

- 11 Details of cycle parking (including racks/housings) shall be submitted to and approved by the local planning authority prior to commencement of the development and shall be provided and retained for as long as the development remains in existence. Reason for condition: To ensure sufficient provision is made for the storage of cycles in order to encourage use of this sustainable mode of transport, in accordance with Policy T3 of the Camden Replacement UDP 2006.
- 12 No meter boxes, flues, vents or pipes shall be fixed or installed on the external faces of the building without the prior written consent of the local planning authority. Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy B1 of the Camden Replacement Unitary Development Plan 2006.
- 13 Before the use commences details of sound insulation to windows/walls (as necessary) and to the floor between the first floor flats and the ground floor shop unit shall be submitted to and approved to the local planning authority. The development shall be carried out in accordance with any such approved details.

Reason: To safeguard the amenities of the residential occupiers of the development. adjoining premises and the area generally in accordance with the requirements of policy SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 14 Details of security measures including external lighting, lighting to entrance areas, parking and service areas, gates and other related measures shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall be carried out in accordance with any such approved measures.

Reason for condition: To ensure that suitable measures are taken in respect of security of the site, in accordance with Policy SD1 of the Camden Replacement UDP 2006.

- 15 A report detailing remediation measures (following a site investigation) in respect of decontamination shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall be carried out in accordance with any such approved measures.

Reason for Condition: In order to ensure that the site is decontaminated and is suitable for safe occupation for residential purposes, in accordance with Policy SD 10 of the Replacement UDP 2006.

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

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

- 17 Samples of all facing materials including all windows and frames, glazing, panels/screens, balconies/balustrades, stairs, external doors, gates, any fencing and other facing materials shall be submitted to and approved by the local planning authority prior to commencement of the development and implemented in accordance with any such approval. In addition a sample panel shall be erected on site for inspection for the local planning authority to demonstrate the appearance approved materials to be used.

Reason for condition: To ensure that the appearance of the development is compatible with that of the area in accordance with Policies S1, S2 and B7 of Replacement Camden UDP 2006.

- 18 Notwithstanding the drawings hereby approved, detailed drawings shall be submitted to and approved by the local planning authority prior to commencement of the development showing details of obscure glazing and hooded windowsto those windows in the rear elevation of the block that fronts Chalk Farm Rd that could give rise to overlooking, privacy screens to walkways and roof terraces and the extent of roof terraces. The development shall only be carried out in accordance with any such approved details and shall remain as such for as long as the development remains in existence, unless previously approved otherwise in writing by the local planning authority.

Reason fro Condition: In order to protect the privacy of residents within and neighbouring the development from loss of privacy through overlooking, in accordance with Policy

- 19 Details of measures/structures demonstrating how wherever possible at least 10% of the electricity and heating needs arising from the development will be met from renewable sources on site, shall be submitted to and approved by the local planning authority prior to commencement of the development. The development shall be carried out in accordance with/including the measures/structures as approved.

Reason: To ensure that the development generates an appropriate proportion of its energy from renewable sources (in a manner that does not detract from the appearance of the area nor cause nuisance to nearby occupiers) in accordance with policies SD9, SD6 and B1 of the 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 Highways Management Team should be consulted regarding the construction of the crossover on the public highway and any other work to, under, or over, the public highway, including vaults and thresholds. The Group dealing with these matters is located at Camden Town Hall, Argyle Street, WC1H 8EQ, (tel: 020-7974 6956).
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.
- 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
- 6 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, SD3, SD4, SD6, SD7, SD8, SD9, SD10, SD12, H1, H2, H7, H8, B1, B4, B6, B7, B9, N4, N5, N7, T1, T2, T3, T7, T8, T9, T16, R1, R2, R7, E1. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

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DATED

2007

(1) LONDON & REGIONAL HOMES 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
86 CHALK FARM ROAD, LONDON NW1 8AR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5320
Fax: 020 7974 2962

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