

DATED

5th January

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

S:\plan\sdg\Chalk Farm Road 86\Section 106 Agreement v5 final

THIS AGREEMENT is made the 5th day of January 2007

BETWEEN:

1. **LONDON & REGIONAL HOMES LIMITED** (Co. Regn. No. 4168390) whose registered office is at 4th Floor St Alphage House, 2 Fore Street, London EC2Y 5DH (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 228624, 276135, LN19999, LN19998 and 255756.
- 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 Application for the Development of the Property was submitted to the Council and validated on 6 October 2006 and the Council resolved to grant permission conditionally under reference number 2006/3669/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 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.

2. **DEFINITIONS**

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

- | | | |
|-----|----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing provided by a Registered Social Landlord or the Council available for rent or sale to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market being either Social Rented Housing or Shared Ownership Housing; |
| 2.3 | "Affordable Housing Units" | the Social Rented Housing Units and the Shared Ownership Units to be created in connection with the Development (but not comprised within it) at 71-91 King's Cross Road, London WC1X 9LN |
| 2.4 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.5 | "the Application" | a planning application in respect of the Development of the Property submitted to the Council and validated on 6 October 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3669/P subject to conclusion of this Agreement |

2.6 "the Certificate of Practical Completion"

the final certificate issued by the Council certifying that the Development has been completed ready for Occupation to its reasonable satisfaction such certification not to be unreasonably withheld or delayed

2.7 "the Construction Phase"

the whole period between

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

2.8 "the Contributions"

the Education Contribution the Highways Contribution the Street and Footway Improvement Contribution and the Open Space Contribution

2.9 "the Development"

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; 5 x 2-bedroom and 1 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 as shown on drawing numbers 15876A-1; 417.00.03E, 04D, 05D, 06D, 07C, 08B, 09B, 10.A, 11B, 12.A, 13B, 14A, 15, 16, 17, 18; Environmentall Noise Survey Report 12467/PPG24; Daylight Report

SJP/sjp/04277; Pl. 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 assessment re. Mayors Sustainable Design and Construction SPG App.D.; Renewable Energy Feasibility Study by URS Corporation (Sept 2006); Shell Retail Unit BREEAM Report by URS Corporation (dated 5/10/06); Sustainability Statement ref.44407254 (Sept 2006), correspondence from Hephher Dixon dated 1/12/06

2.10 "the Education Contribution"

the sum of £63,746.00 (sixty three thousand seven hundred and forty six 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 detailed plan based on the 'Integrating renewable energy into new developments: Toolkit for planners, developers and consultants' by London Renewables (or most recent equivalent), showing the set of measures implemented by the Owner in the construction and on-going management of the Development in order to generate at least 10% of the projected energy requirements of the Development through renewable technologies and reducing carbon energy emissions by at

renewable energy methods contained within that plan

2.12 "the Highways Contribution"

the sum of £62,000.00 (sixty two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works")

- repaving the frontage of the site, including the removal of one vehicular access and reconstruction of the other as a footway crossover (to provide a continuous footway), together with widening of the footway to provide additional benefit to pedestrians

all works will be subject to reasonable 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"

a set of specifications and 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) drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden in order to provide accessible housing in the Borough

2.15 "Method Statement "

the method statement 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 including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements

2.16 "Mobility Housing Standards"

housing that meets the minimum requirements of the Wheelchair Housing Design Guide 1997 published by the National Wheelchair Housing Association Group (NATWHAG) and as amended from time to time as set out in Appendix 5 of the GLA Supplementary Planning Guidance "Accessible London: achieving an inclusive environment" dated April 2004 as amended from time to time

2.17 "Occupation Date"

the first date when any part of the Development is occupied excluding for the purposes of construction and fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.18 "Off-Site Housing"

the new Affordable Housing Units to be created in connection with the Development (but not comprised within it) at 71-91 King's Cross Road, London WC1X 9LN containing 13 Affordable Housing Units comprising 5 x 1 bedroom; 4 x 2 bedroom and 4 x 3 bedroom units pursuant to planning application reference 2006/3673/P OR in the event the site referred to above is not secured then such Affordable Housing Units that are to be secured shall in their totality meet the following requirements (unless otherwise agreed in writing by the Council in accordance with the requirements of this Agreement):-

- (i) total area of off-site units to comprise 893.2 square metres of gross internal floorspace (or such other area as the Council shall reasonably agree in writing) to be provided as Affordable Housing
- (ii) all units to be "new" residential units i.e. not consisting of units currently in housing use or created out of existing housing accommodation

- (iii) all residential units forming part of the Off-Site Housing to be constructed on a site or sites within approximately 1.5 miles of the Property or elsewhere within the London Borough of Camden as may be agreed by the Council in writing

- 2.19 "the Open Space Contribution" the sum of £47,981.00 (forty seven thousand nine hundred and eighty one 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
- 2.20 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden and the Owner
- 2.21 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.23 "the Property" the land known as 86 Chalk Farm Road, London NW1 8AR the same as shown shaded grey on the plan annexed hereto
- 2.24 "Registered Social Landlord" a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure at least fifty per cent of the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.25 "the Residential Element" all residential units forming part of the Development
- 2.26 "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
- 2.27 "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
- 2.28 "Shared Ownership Housing" housing where a Registered Social Landlord or housing association or the Council develop new properties or rehabilitate existing properties which are made available on the basis of part rent and part sale

2.29 "Shared Ownership Units"

the 5 units comprised within the site referred to in clause 2.18 and shaded yellow and labelled AF.07, AF.10, AF.11, AF.12 and AF.13 on drawings numbered 419.00.05 Rev C and 419.00.6 Rev C and annexed hereto incorporating 3 x 1 bedroom units and 2 x 2 bedroom units to be created and used exclusively as Shared Ownership Housing

2.30 "Social Rented Housing"

Social Rented Housing Units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.31 "Social Rented Housing Units"

the 8 units comprised within the site referred to in clause 2.18 and shaded yellow and labelled AF.01, AF.02, AF.03, AF.04, AF.05, AF.06, AF.08 and AF.09 on drawings numbered 419.00.03 Rev C, 419.00.04 Rev C and 419.00.05 Rev C and annexed hereto incorporating 2 x 1 bedroom units, 2 x 2 bedroom units

and 4 x 3 bedroom units to be created and used exclusively as Social Rented Housing

2.32 "the Street and Footway Improvement Contribution"

the sum of £25,000.00 (twenty five thousand seven hundred and forty six 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 towards street and footway improvements as part of the Chalk Farm Town Centre Upgrade scheme

2.33 "the Sustainability Plan"

a plan including a post construction review 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 to be carried out by a recognised independent verification body in respect of the Property such that the Development shall seek to achieve "Very Good" rating

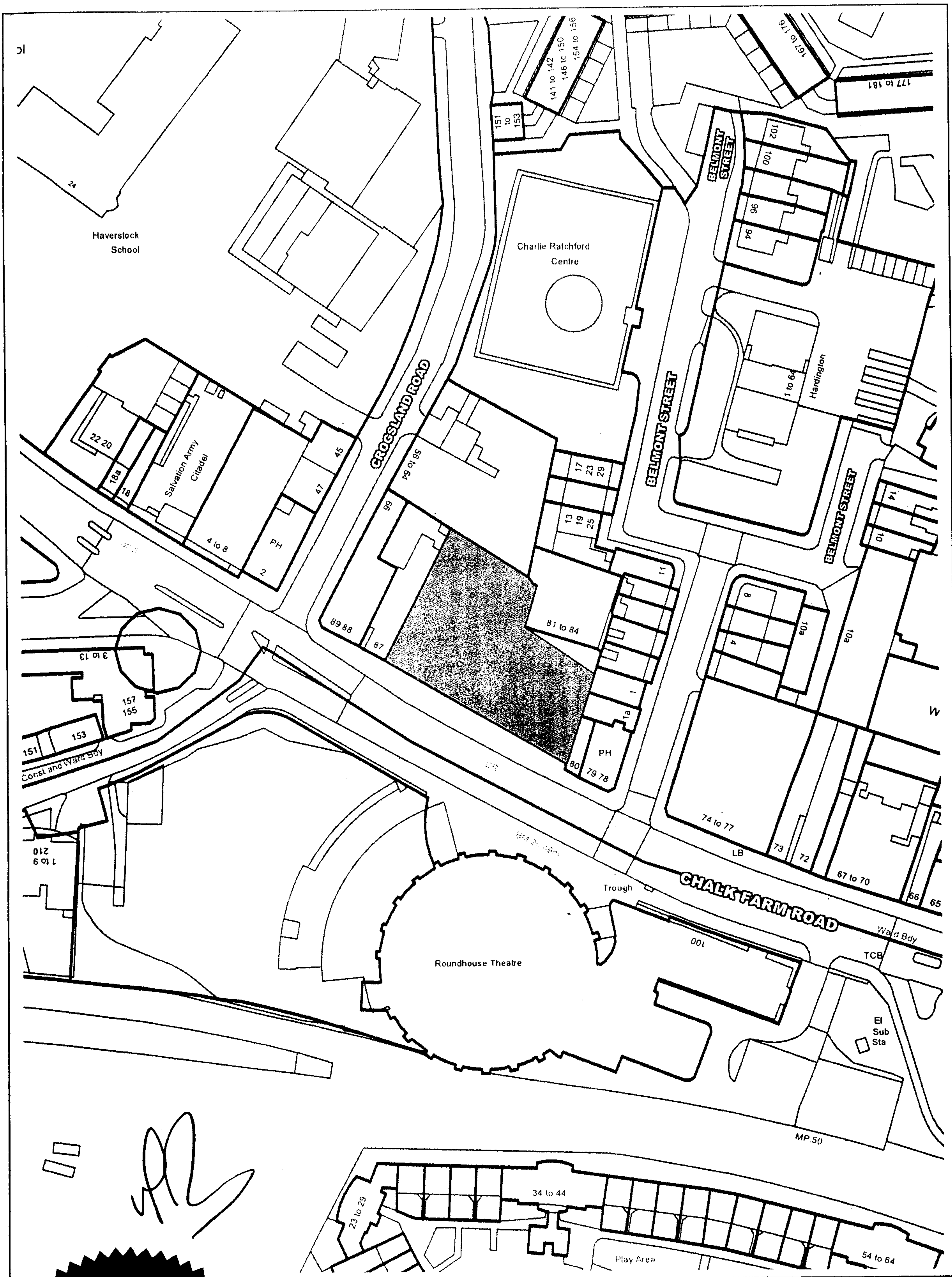
2.34 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development incorporating the elements set out in the First Schedule hereto (insofar as they are relevant and appropriate for the Development) with a view to inter alia reducing trips in motor vehicles to and

from the Property and promoting the use of environmentally friendly transport

2.35 "the Ventilation Equipment Plan" a plan outlining a works specification and details to secure the funding and carrying out of works as may be necessary to ventilation equipment at premises at 87 and 80 Chalk Farm Road and 56-64 Crogsland Road in order to prevent nuisance being caused to the residents of the Development by fumes and odours dispersing from the said ventilation equipment

2.36 "Working Group" a working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development and the management of the Construction Phase (including inter alia the programme for construction works, site conditions, site erection of hoardings, time of operations, noisy activities, time of deliveries, likely traffic problems, temporary footway closures and consideration of complaints from the owners and or occupiers of the residences and businesses in the locality) so as to minimise disruption and the environmental effect on the local community arising from the Construction Phase of the Development



Application No: 2006/3669/P

86 Chalk Farm Road
London
NW1 8AR

Scale:

1:1250

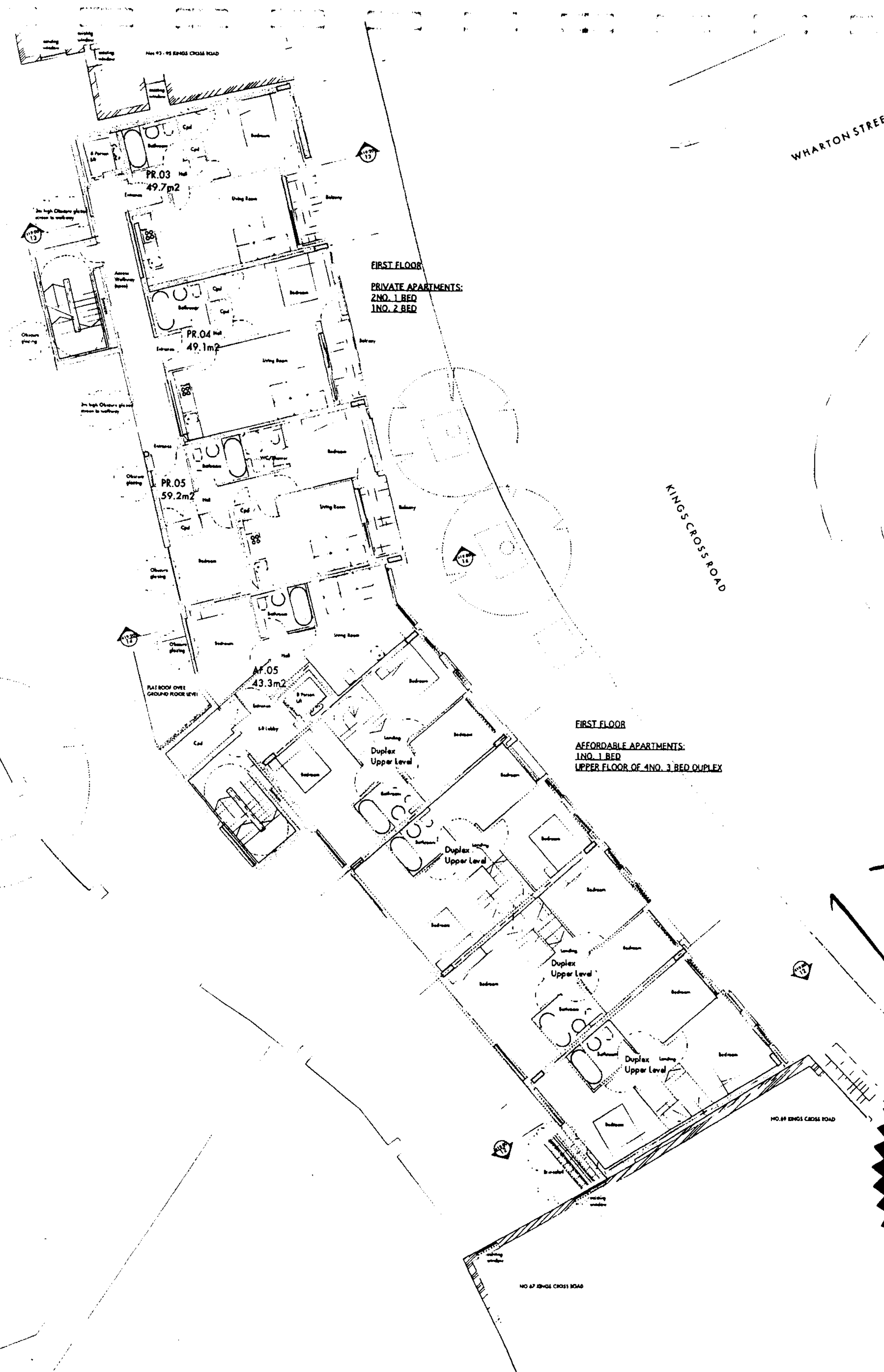
Date:

3-Jan-07

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Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Carparking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

FIRST FLOOR
AFFORDABLE APARTMENTS:
1 NO. 1 BED
UPPER FLOOR OF 4 NO. 3 BED DUPLEX

SUPPLEMENTARY PLANNING INFORMATION
28.11.08 Rev C: Obscure glazing to elements indicated, line-coded adjacent No. 67 King's Cross Road, ex Camden Council.

Revisions

hd
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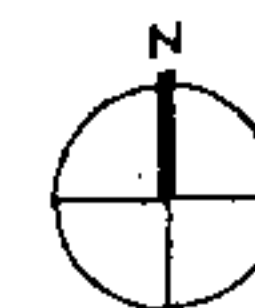
Client: London and Regional
Project: Kings Cross Road

Drawing title: Proposed First Floor
General Arrangement Plan

Scale: A1: 1:100, A3: 1:200 Dwg. No.: 419.00.04 Rev: 04
Date: March 2006

Status: ☒ Information ☐ Tender ☐ Construction ☐ Record

We warrant that this drawing is the property of Harper Downie and is not to be used for any other purpose without the written consent of Harper Downie. We warrant that this drawing is the property of Harper Downie and is not to be used for any other purpose without the written consent of Harper Downie.



0m 1 2 3 4 5 10m

WHARTON STREET

KINGS CROSS ROAD

SECOND FLOOR
PRIVATE APARTMENTS:
2NO. 1 BED
1NO. 2 BED

SECOND FLOOR
AFFORDABLE APARTMENTS:
2NO. 1 BED
2NO. 2 BED

Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Carparking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

Car
Access

SUPPLEMENTARY PLANNING INFORMATION
28.11.06 Part C: Obscure glazing to elements indicated, where other accessible dwelling as indicated, as Camden Comments.

Revisions

hd

Harper, Dornier
design architects

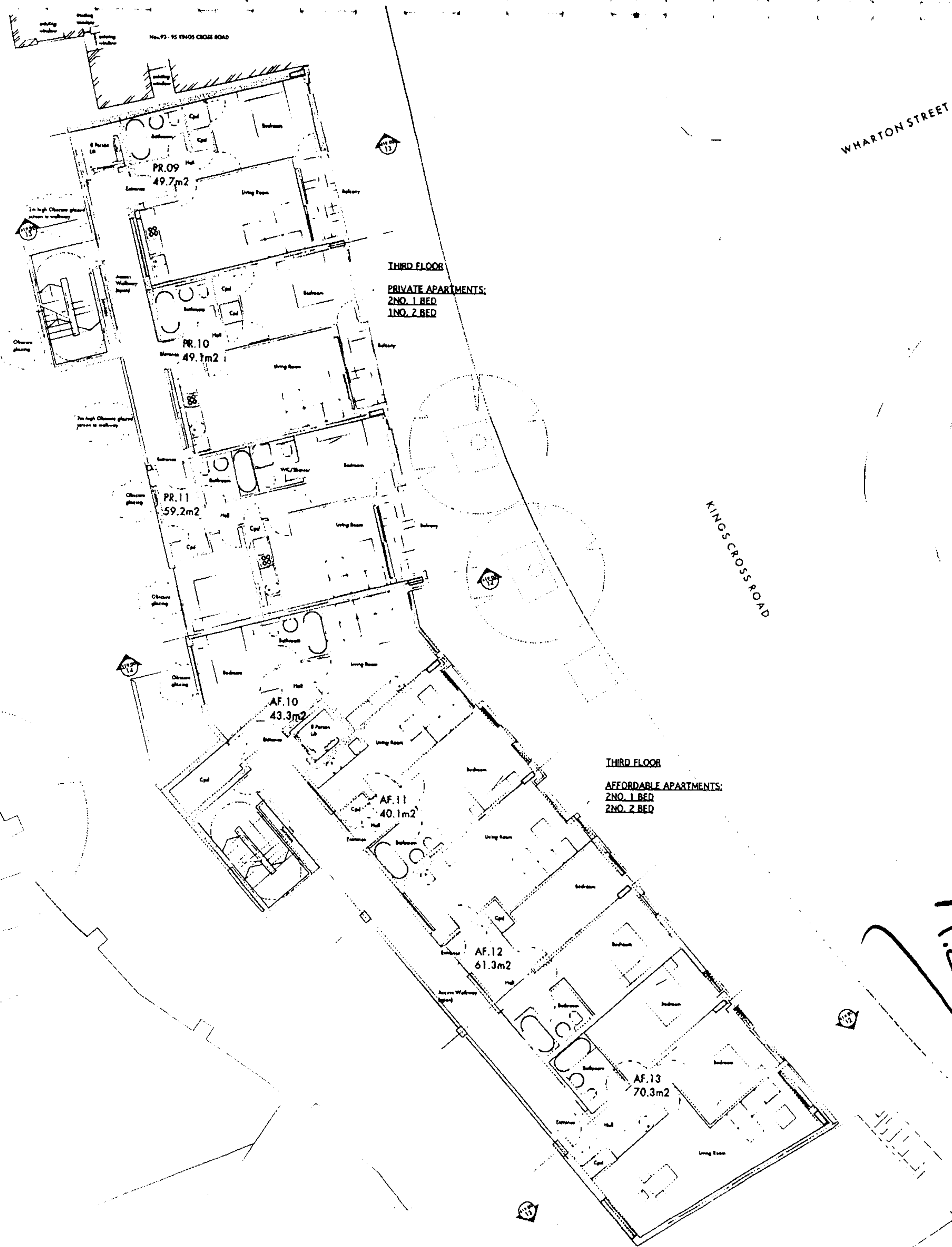
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F: +44(0)20 74 92 09 41
E: studio@harpdornier.com
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Client London and Regional
Project Kings Cross Road

Drawing title Proposed Second Floor
General Arrangement Plan

Scale: A1 - 1:100, A3 - 1:200
Date March 2006
Drawing No. 419.00.05

Sheet Information ☐ Tender ☐ Construction ☐ Record



Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Carparking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

SUPPLEMENTARY PLANNING INFORMATION
28.11.06 Rev C: Obscure glazing to elements indicated as
Camden Constraints

Revisions

hd

Harper, Downie
design architects

Gate House

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Client London and Regional
Project Kings Cross Road

Drawing title Proposed Third Floor
General Arrangement Plan

Scale A1 - 1:100, A3 - 1:200 Draw No

Date March 2006 419.00.06 Rev

Status Information Tender Construction Record

Do not scale from this drawing. All dimensions are to be confirmed on site.
This drawing is the property of Harper, Downie design architects. It is to be used only for the project and site for which it was prepared. It is not to be used for any other purpose without the written consent of Harper, Downie design architects.

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 THE CONTRIBUTIONS

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Contributions in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the 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 in carrying out the Highway Works.
- 4.1.4 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 such excess as is reasonably incurred.
- 4.1.5 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.

4.2 OFF-SITE AFFORDABLE HOUSING

- 4.2.1 Not to Implement or permit Implementation of any part of the Development until such time as the Owner has obtained written confirmation from the Council (such confirmation not to be unreasonably withheld or delayed) that each and every one of the following steps have been carried out and completed:-
 - (a) With reference to the site mentioned in Clause 2.18 (or such other sites that the Council has agreed in writing shall form the whole of the Off-Site Housing provision) and subject to Clause 4.2.1 (d) the Owner has submitted full details of such sites to the Council for approval such details to include the following:-

- (i) the name and location of the said sites;
 - (ii) the planning status of the said sites;
 - (iii) ownership details of the said sites;
 - (iv) steps that the Owner has taken to acquire the said sites or to secure their transfer to a Registered Social Landlord or confirmation (a) of their ownership by a Registered Social Landlord and (b) that such Registered Social Landlord has been provided with sufficient funds to construct the relevant amount of Affordable Housing and a contract has been let to provide the relevant amount of Affordable Housing
 - (v) an account of the suitability of the said sites for accommodating the Off-Site Housing as provided for under this Agreement;
 - (vi) indicative design of the proposals;
 - (vii) such further information as the Council may reasonably require.
- (b) the sites identified by the Owner as being capable of accommodating the Off Site Housing have been approved in writing by the Council under the provisions of this Agreement as sites, which in the reasonable opinion of the Council are suitable for accommodating the Off-Site Housing (and for the avoidance of doubt the Council acknowledge that the site mentioned in sub-Clauses 2.18 is suitable for accommodating the Off Site Housing).
- (c) in respect of each and every site forming part of the Off-Site Housing the Owner and/or the owner of the Off Site Housing has applied for and been granted planning permission enabling the construction of the approved Off-Site Housing.

- (d) details shall not be required to be submitted to the Council under sub-Clauses 4.2.1 (a), (b), (c) and (d) for a site mentioned in sub-Clause 2.18 of this Agreement where that site is to be developed or has been developed pursuant to planning permission issued by the Council.
- (e) in the event that an obligation under Section 106 of the Act is required to secure Affordable Housing within the Off-Site Housing the Owner and/or the owner of each and every site forming part of the Off-Site Housing has entered into a Section 106 Agreement with the Council so as to secure the use in perpetuity of the site(s) for the purpose of Affordable Housing to the reasonable satisfaction of the Council ALWAYS PROVIDED the totality of such agreements shall ensure that the tenure mix of the totality of the Affordable Housing on the Off Site Housing Sites shall provide for at least 70 per cent of the Affordable Housing floorspace thereof to be Social Rented Housing.

4.2.2 Not to Occupy or permit the Occupation of any part of the Development until such time as the Owner has received written notice from the Council (such notice not to be unreasonably withheld or delayed) that in the reasonable opinion of the Council the Owner has demonstrated to the Council's reasonable satisfaction that the Owner has carried out or secured the carrying out at its own expense of all works of construction, conversion and fitting out necessary to make all of the sites incorporated in the Off-Site Housing (as approved) suitable for use as Affordable Housing Units in accordance with a specification that has been agreed with the Registered Social Landlord and that the works have been completed in a good and workmanlike manner and the Affordable Housing Units are ready for Occupation.

4.2.3 Not to Occupy or permit Occupation of the Development until such time as the owner of the Off Site Housing has entered into a Section 106 Agreement with the Council securing the use of the Affordable Housing Units for Affordable Housing and that the said Affordable Housing Units have been transferred to a Registered Social Landlord.

4.3 THE TRAVEL PLAN

- 4.3.1 To submit a draft of the Travel Plan to the Council on or prior to the Implementation Date.
- 4.3.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan.
- 4.3.3 After the Occupation Date the Owner shall use reasonable endeavours to ensure the Development is occupied in compliance with the Travel Plan as approved by the Council and in the event of non compliance with this 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 CAR CAPPED HOUSING

- 4.4.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently

4.5 THE SUSTAINABILITY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.5.2 Not to Implement or permit Implementation of the Development until the Sustainability 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).

- 4.5.3 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.

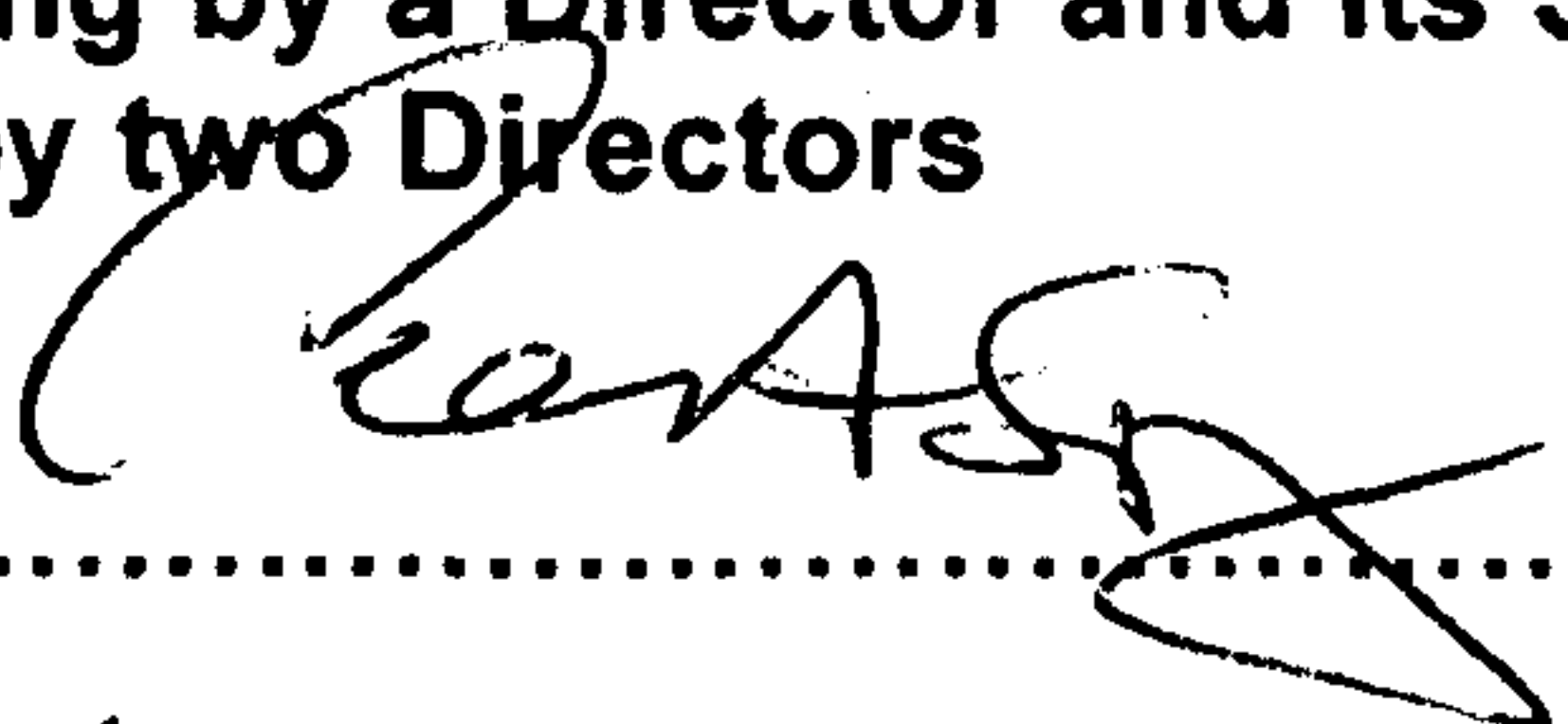
4. **Implementation**

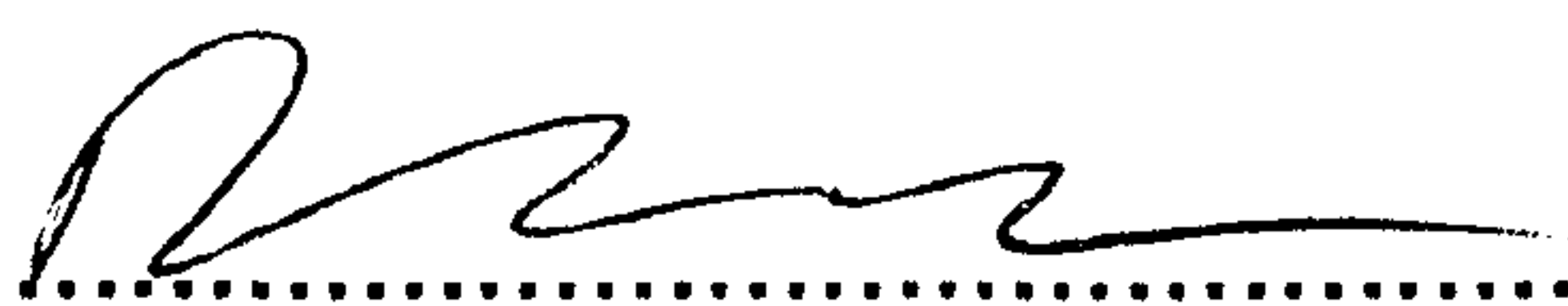
Stages 1 to 3 will provide the base information for the review of the Travel Plan.

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)

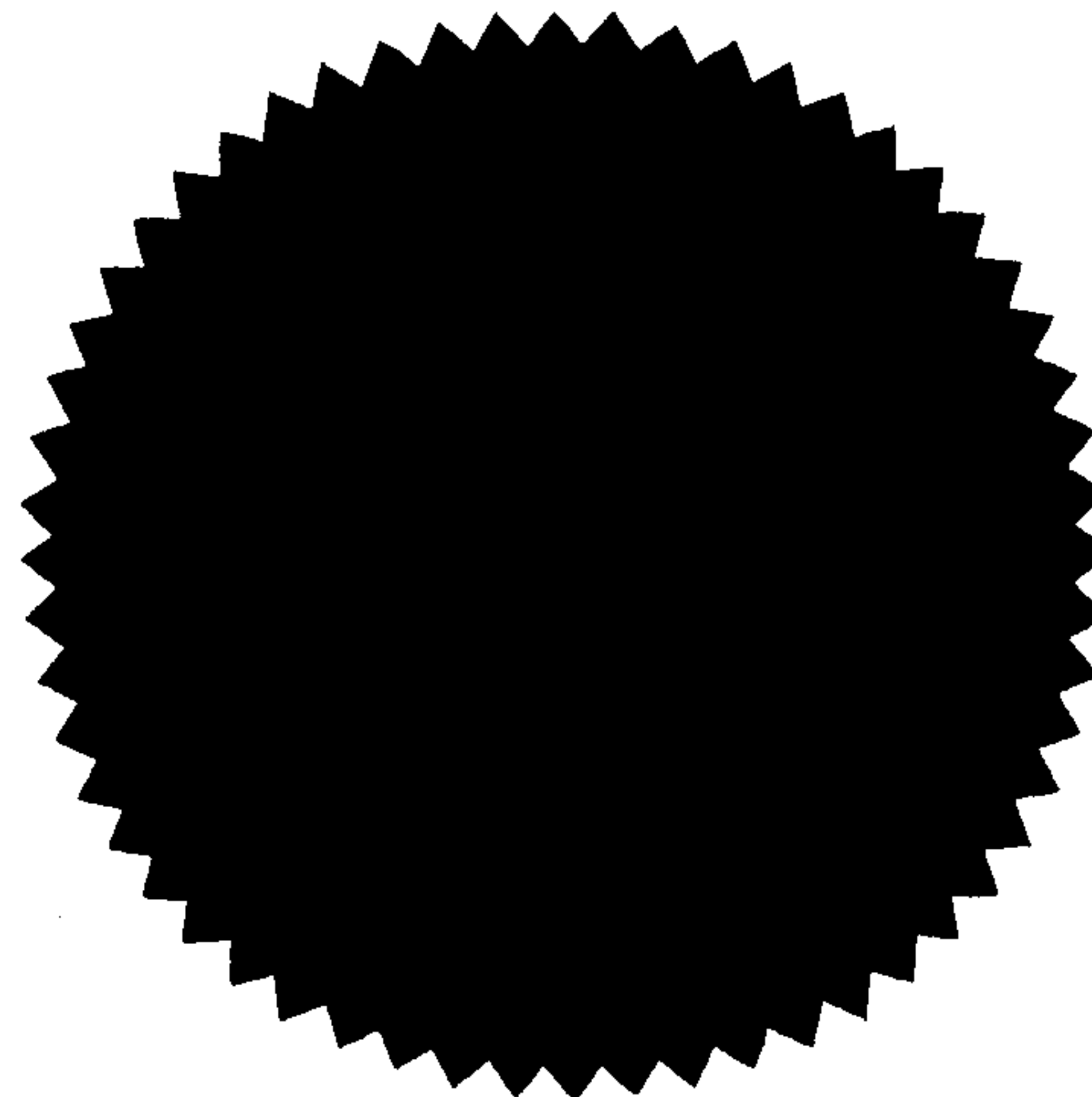

.....
Director


.....
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.

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-

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

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

S:\plan\sdg\Chalk Farm Road 86\Section 106 Agreement v5 final