

DATED

12 MAY

2014

(1) APPLEBY ESTATES LIMITED

and

(2) SOAD ALAVLI

and

(3) POCKET LIVING (2013) LLP

and

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

A G R E E M E N T
relating to land known as

**59-61 Oak Grove
London
NW2 3LS**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

Andrew Maughan
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London Borough of Camden
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CLS/PK/1685.2533 (FINAL)

THIS AGREEMENT is made the 12th day of May 2014

B E T W E E N:

1. **APPLEBY ESTATES LIMITED** (registered under company number 03806376) whose registered office is at 272 Regents Park Road, London, N3 3HN (hereinafter called "the Freeholder") of the first part
2. **SOAD ALAVLI** of 8 Wells rise, London, NW8 7LH of the second part (hereinafter called "the First Interested Party") of the second part
3. **POCKET LIVING (2013) LLP** (registered under company number OC385056) whose registered office is at First Floor, 14 Floral Street, London, WC2E 9DH of the third part (hereinafter called "the Second Interested Party") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title numbers NGL165302, NGL910074 and NGL776451 subject to the registered interests of the First Interested Party and the Second interested Party.
- 1.2 The First Interested Party is the proprietor of a registered charge dated 1st March 2013 against the Property under title numbers NGL165302 and NGL776451.
- 1.3 The Second Interested Party is the beneficiary of a contract for sale dated 17th December 2013 in respect of the Property noted under a unilateral notice registered under title numbers NGL165302, NGL910074 and NGL776451.
- 1.4 The Freeholder is the freehold owner and the Freeholder and the First Interested Party and the Second Interested Party are interested in the Property for the purposes

of Section 106 of the Act and the Freeholder and the First Interested Party and the Second Interested Party are hereinafter collectively known as "the Owner".

- 1.5 The Planning Application for the development of the Property was submitted to the Council and validated on 10th February 2014 and the Council resolved to grant permission conditionally under reference number 2014/1029/P subject to conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- | | | |
|-----|---------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Administrator" | Pocket Living Limited (company number 04538848) whose registered office is at 1 st Floor, 14 Floral Street, London, WC2E 9DH or any other body approved from time to time in writing by the Council to act as administrator of the Intermediate Affordable Housing Units as provided under the terms of this Agreement PROVIDED THAT Pocket Living Limited remains a valid extant |

trading company and in the event for whatever reason that company should cease trading as a valid extant company that company's role as Administrator shall cease forthwith and the Council shall (at its sole discretion) nominate a successor administrator and FURTHER PROVIDED THAT the Council may (acting reasonably) withdraw such approval of Pocket Living Limited (or its successor) as Administrator in the event of Pocket Living Limited (or its successor) not having fulfilled any of its obligations as Administrator under the terms of the Agreement

2.3 "Affordable Housing"

low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

2.4 "the Agreement"

this planning obligation made pursuant to Section 106 of the Act

2.5 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.6 "Construction Management Plan"

the construction management plan at the First Schedule annexed hereto (as amended from time to time as agreed by the Council) setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the

Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network

2.7 "the Construction Phase"

the whole period between

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

2.8 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.9 "the Development"

erection of a 3 storey building to provide 17 x 1-bed flats (including 13 x intermediate affordable units) with associated amenity space, refuse and cycle storage as shown on drawing numbers Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan; Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.D Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 rev T1; Supporting documents: Design & Access Statement by HTA February 2014; Planning

Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014; Environmental Noise Survey and Noise Impact Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC_51691285_1_1 dated 17-DEC-2013 by Environmental Risk Management; Outline Soft Landscape Specification and Plant Schedules OGC-AS-9-800 by HTA 06.03.2014

2.10 "the Community Facilities Contribution"

the sum of £16,660 (sixteen thousand six hundred and sixty 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 only towards the provision of community facilities in the vicinity of the Development

2.11 "Eligible Persons"

any person who (unless otherwise agreed in writing by the Council) at the commencement of their Occupation is in need of and eligible for Intermediate Housing in terms of the criteria set out in any one or more of:

- (i) the London Plan as amended or revised from time-to-time
- (ii) the most recent London Plan Annual Monitoring Report
- (iii) the London Mayor's Supplementary Planning Evidence in respect of housing
- (iv) any other update of affordable criteria to be published by the London Mayor with specific regard to the London Plan Upper Limit and the price of affordable housing
- (v) any document on affordability criteria published by the Council or Department for Communities and Local Government (or successor bodies)

PROVIDED THAT the maximum income ceiling for persons eligible for Intermediate Housing is no lower than the London Plan Upper Limit and such persons (except persons who hold an assured shorthold tenancy of less than 5 years) shall not be Eligible Persons if they own a freehold or leasehold interest in any dwelling.

2.12 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the design, construction and management of the Development with a view to reducing regulated carbon energy emissions by at least 40% when compared to Building Regulations Part L (2010), incorporating the measures set out in the Energy Statement by XCO2 Energy Issue 01 29 Jan 2014 (or such equivalent measures as agreed with the Council) and:-

- (i) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; and

- (ii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (iii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.13 "the Environmental Improvements Contribution"

the sum of £15,000 (fifteen 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 the event of receipt only towards the provision pedestrian, cycling and environmental improvements in the vicinity of the Development.

2.14 "First Round Sales"

the initial or first sale of any one of the Intermediate Affordable Housing Units (being part of the Development) by the Owner to an Eligible Person such sales to be administered by the Owner in accordance with the terms of this Agreement and to be subject to the purchaser entering into a covenant binding the purchaser and its successors to comply with the provisions of this Agreement

2.15 "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

2.16 "the Highways Contribution"

the sum of £10,027 (ten thousand and twenty-seven 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 only for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to comprise the following ("the Highways Works"):

- (i) removal of the two (2) existing crossovers adjacent to the Property;
- (ii) repaving of the footway of Oak Grove immediately adjacent to the Property; and
- (iii) any other works required as a direct result of the Development (being such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

2.17 "Intermediate Housing"

Affordable Housing which is offered substantially below Open Market sales and rent levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing with reference to the following:

- (i) the London Plan as reviewed or amended from time to time; and

(ii) any adopted document on affordability criteria published by the Council

2.18 “the Intermediate Affordable Housing Units”

the thirteen (13) residential units of Affordable Housing (being part of the Development) intended for sale to and Occupation by Eligible Persons

2.19 “the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.20 “Local Market Rent”

the rent that would be achievable if the Intermediate Affordable Housing Units were for rent on the Open Market and not subject to any of the terms of this Deed or other restriction on rent whether contained in any restrictive covenant or otherwise and with the value of the Local Market Rent to be determined in accordance with clause 4.1.11

2.21 “London Plan Upper Limit”

the latest maximum income ceiling for persons eligible for intermediate housing as set out in
(i) the London Plan as reviewed or amended from time to time
(ii) the most recent London Plan Annual Monitoring Report
(iii) any other update of affordability criteria to be published by the London Mayor

2.22 “Marketing Methods Plan”

a plan setting out the marketing methods to be strictly carried out to target Eligible Persons potentially interested in purchasing the

Intermediate Affordable Housing Units prior to and during:

- (i) the First Round Sales; and
- (ii) the Re-sales

2.23 "the Marketing Programme"

the six (6) month marketing programme as set out at clause 4.1.2 of this Agreement

2.24 "Occupation Date"

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

2.25 "Open Market"

sales or rents (as the case may be) that are not subject to any of the restrictions provided under this Agreement

2.26 "Open Market Value"

the price of an Intermediate Affordable Housing Unit that would be achievable in the event of the same Intermediate Affordable Housing Unit being available for sale on the Open Market such value to be determined in accordance with Clause 5.11 of this Agreement

2.27 "the Parties"

the Council, the Freeholder, the First Interested Party and the Second Interested Party

2.28 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 10th February 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/1029/P subject to conclusion of this Agreement

2.29 "Planning Obligations"

Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.30 "the Planning Permission"	a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
2.31 "the Property"	the land known as 59-61 Oak Grove, London, NW2 3LS the same as shown edged red on the plan at the Third Schedule annexed hereto
2.32 "the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.33 "the Public Open Space Contribution"	the sum of £13,889 (thirteen thousand eight hundred and eighty-nine pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt only for the improvement maintenance and upkeep of existing public open spaces and/or improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.34 "Rentals"	the rentals let or sub-let of any Intermediate Affordable Housing Unit by the Owner or subsequent owners of such Intermediate Affordable Housing Units where the tenant or sub-tenant to such an agreement shall be restricted to Eligible Persons and subject to such

an agreement being certified by the Administrator and "Rent" and "Rented" shall be construed accordingly

2.35 "Resale(s)"

the sale (other than any First Round Sale) of an Intermediate Affordable Housing Unit such sales to be certified by the Administrator as having fully complied with the terms of this Agreement applying to such sales

2.36 "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

2.37 "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

2.38 "Restriction"

a restriction on the first or initial purchaser of an Intermediate Affordable Housing Unit prohibiting the sale of the same Intermediate Affordable Housing Unit on the Open Market within twelve (12) calendar months of the purchase date of the same Intermediate Affordable Housing Unit from the Owner

2.39 "the Show Flat"

one or more Intermediate Affordable Housing Units or such other unit constructed to a substantially similar specification as the Intermediate Affordable Housing Units within the London Borough of Camden to be provided for inspection by the Owner to Eligible Persons

2.40 "Site of Nature Conservation
Importance Contribution"

the sum of £5,000 (five 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 the event of receipt only towards improvements to the ecological value of the remaining area of West Hampstead Railsides Site of Importance for Nature Conservation through positive conservation management

2.41 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation in order to achieve at least Level 4 of the Code for Sustainable Homes and attaining at least 50% of the credits in each of the "energy" "water" and "materials" categories; incorporating all such measures as identified in the Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014 (or such equivalent measures as agreed with the Council) and to include measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.42 "Valuer"

an independent suitably qualified experience and licensed person (acting as an expert only)

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 subject to the terms hereof 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, 8, 9 and 10 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 and in case of the Council any successor to its statutory functions.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.
- 3.9 Where the Council's approval is required under this Agreement that approval shall not be unreasonably withheld or delayed.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

AFFORDABLE HOUSING

- 4.1 To ensure that the Administrator shall observe and perform those undertakings, covenants and restrictions contained in this Agreement applicable to the Administrator until such time as an alternative body is approved in writing by the Council as being the body liable to undertake those covenants herein applicable to the Administrator

4.1.1 **Intermediate Affordable Housing Units**

That in respect of every lease granted assigned transferred or otherwise provided in respect of any Intermediate Affordable Housing Unit the following covenant shall be imposed:

*“the lessee for himself or herself and his or her successors in title being the owner or owners for the time being and the mortgagee in possession of the terms of years hereby granted of the Intermediate Unit hereby covenant with the lessor and separately with the London Borough of Camden to comply with the terms of clauses 4.1.1.1 to 4.1.1.2 and 4.1.7 to 4.1.13 between (1) Appleby Estates Limited (2) Soad Alavli (3) Pocket Living (2013) LLP and (4) the London Borough of Camden pursuant to section 106 of the Town and Country Planning Act 1990 and dated **12th May 2014** (“the **Section 106 Agreement**”) and this covenant shall also be enforceable by the London Borough of Camden against the lessee and any successor in title under section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 16 of the Greater London Council (General Powers) Act 1974 and the Contracts (Rights of Third Parties) Act 1999, Section 1; and covenant not to sub-let the Intermediate Unit save with the prior approval of the Administrator as provided under the **Section 106 Agreement**”*

General Provisions

In respect of the First Round Sales and the Re-sales:

- 4.1.1.1 Not to sell or permit the sale of any Intermediate Affordable Housing Unit to any person other than an Eligible Person or an Eligible Person (approved by the Council

in writing) in strict accordance with the Marketing Programme and the Marketing Methods Plan subject to any exceptions provided under this Agreement.

4.1.1.2 Not to Occupy or permit Occupation of the Intermediate Affordable Housing Units other than by Eligible Persons (or such other persons who may Occupy the Intermediate Affordable Housing Unit together with the Eligible Person) (approved by the Council in writing) subject to any exceptions provided under this Agreement.

4.1.2 Marketing Programme

In respect of the First Round Sales and the Re-sales of the Intermediate Affordable Housing Units:

4.1.2.1 Not to market or sell or permit the marketing or sale of the Intermediate Affordable Housing Units other than in strict accordance with the Marketing Programme so that:

- (i) For the first two months of the Marketing Programme to market the Intermediate Affordable Housing Units in accordance with the approved Marketing Methods Plan targeted at Eligible Persons who reside in the London Borough of Camden;
- (ii) For the third and fourth consecutive months of the Marketing Programme to market the Intermediate Affordable Housing Units in accordance with the approved Marketing Methods Plan exclusively to Eligible Persons who reside in or are employed in the London Borough of Camden
- (iii) For the fifth month of the Marketing Programme to market those Intermediate Affordable Housing Units in respect of which no legally binding contract for sale exists in accordance with the approved Marketing Methods Plan exclusively to Eligible Persons who reside or are employed in Greater London (as defined in the London Plan);
- (iv) For the sixth month of the Marketing Programme to market the Intermediate Affordable Housing Units in respect of which no legally binding contract for sale exists in accordance with the approved Marketing Methods Plan to

Eligible Persons who shall not be subject to eligibility restrictions on the basis of the location of their place of residence or employment; and

- (v) During the first four consecutive months (inclusive) of the Marketing Programme not to sell any Intermediate Affordable Housing Unit other than to an Eligible Person and during the fifth and sixth consecutive months of the Marketing Programme not to sell any Intermediate Affordable Housing Unit other than to an Eligible Person in respect of the First Round Sales and or the Re-Sales.

4.1.3 First Round Sales

In respect of the First Round Sales of the Intermediate Affordable Housing Units:

- 4.1.3.1 Not to commence the Marketing Programme in respect of the First Round Sales until such time as the Show Flat has been fitted out and completed and made available in accordance with the provision of this Agreement
- 4.1.3.2 In the event of the Marketing Programme not having secured a sale of any of the Intermediate Affordable Housing Units in relation to the First Round Sales only, the Owner shall continue to market any unsold Intermediate Affordable Housing Units exclusively to Eligible Persons who shall not be subject to eligibility restrictions on the basis of the location of their place of residence or employment.
- 4.1.3.3 Following the expiration of the Marketing Programme not to market or sell any unsold Intermediate Affordable Housing Units other than to Eligible Persons in the First Round Sales.
- 4.1.3.4 In the event that following the expiration of the Marketing Programme any Intermediate Affordable Housing Units remain unsold those Intermediate Affordable Housing Units shall only be marketed and sold exclusively to Eligible Persons (regardless of where they live or work) and the Owner shall be entitled to Rent such units in accordance with clauses 4.1.10 to 4.1.12 hereof any unsold Intermediate Affordable Housing Unit until a sale is achieved
- 4.1.3.5 Not to Occupy or permit Occupation of the Intermediate Affordable Housing Units by any person or persons other than Eligible Persons (or such other persons who may Occupy the Intermediate Affordable Housing Unit together with the Eligible Person) following the First Round Sales.

4.1.3.6 In respect of the First Round Sales the Owner shall not offer to sell or sell an Intermediate Affordable Housing Unit other than at a price which does not exceed the lower of either:

- (i) 80% of the Open Market Value; or
- (ii) a price equivalent to three and a half times any London Plan Upper Limit applicable at the time of the sale.

4.1.4 Marketing Methods Plan

In respect of the First Round Sales:

4.1.4.1 Prior to the expiration of three (3) months from Implementation to submit a draft Marketing Methods Plan to the Council for approval setting out the marketing methods to be carried out by the Owner for the duration of the Marketing Programme for the sale of the Intermediate Affordable Housing Units to the highest priority Eligible Persons as set out in the Marketing Programme

4.1.4.2 Not to market or permit the marketing of the Development until such time as the Council has approved in writing the Marketing Methods Plan

4.1.4.3 Not to market or sell or permit the marketing or sale of the Intermediate Affordable Housing Units otherwise than in strict accordance with the Marketing Methods Plan as approved in writing by the Council

4.1.4.4 To use reasonable endeavours throughout the duration of the Marketing Programme to carry out the terms of the Marketing Methods Plan in marketing the Intermediate Affordable Housing Units.

4.1.5 Show Flat

Not to commence the Marketing Programme until such time as the Show Flat is fitted out completed and available for inspection.

4.1.6 Reports to the Council throughout Marketing

4.1.6.1 At no cost to the Council to notify the Council in writing upon the commencement of each of the specified periods of the Marketing Programme (as referenced at Sub-clause 4.1.2.1 hereof) such notice to include a comprehensive report to provide (but not be restricted to) the following information:

- (i) the marketing methods employed;
- (ii) outcome of previous specified periods of the Marketing Programme activities and name, address, occupation, household income and place of employment of Eligible Persons to whom an Intermediate Affordable Housing Unit was sold or is being sold;
- (iii) analysis of success of the Marketing Methods Plan including details of number of inquiries offers inspections;
- (iv) any other information which the Council may (acting reasonably) request from time to time;
- (v) following completion of the First Round Sales to provide to the Council a report providing the information set out at (i) to (iv) of this sub-clause.

4.1.7 Assigning, Letting, Sub-Letting or renting

Not to permit the assigning letting sub-letting renting or demising of the Intermediate Affordable Housing Units to persons other than Eligible Persons (approved by the Council in writing) as defined herein.

4.1.8 Re-sales

In respect of Re-sales of the Intermediate Affordable Housing Units:

- 4.1.8.1 Not to sell or permit the sale of the Intermediate Affordable Housing Units other than in strict accordance with the Marketing Programme and the Marketing Methods Plan and in all other respects in strict accordance with the provisions of this Agreement
- 4.1.8.2 Not to sell or permit the sale of the Intermediate Affordable Housing Units other than in such circumstances as the Administrator (or its appointed successor) has provided

the Council with written certification that the Re-sale of the Intermediate Affordable Housing Units was carried out strictly in accordance with the Marketing Programme the Marketing Methods Plan and in all other respects in accordance with the provisions of this Agreement such certification to include details of the new owner with reference to such person's status as an Eligible Person and to be provided not later than seven (7) days from the date of completion of the Re-sale and the Administrator shall be entitled to charge the seller of any Intermediate Affordable Housing Unit a fee of not more than 0.5% (point five per cent) of the sale price plus any Vat for the provision of the certificate

4.1.8.3 To ensure that no Intermediate Affordable Housing Unit is sold in breach of the Restriction

4.1.8.4 The Owner or the Administrator shall on the anniversary of each year following first Occupation of any of the Intermediate Affordable Housing Units provide to the Council a monitoring report such monitoring report to include details of all units re-sold such details to include income profiles of all incoming owners and the respective sale prices

4.1.9 Re-sale on the Open Market

4.1.9.1 In the event that any owner of an individual Intermediate Affordable Housing Unit together with the Administrator demonstrates to the Council's written satisfaction upon the expiration of the Marketing Programme that the Marketing Programme has not resulted in the Re-sale of an Intermediate Affordable Housing Unit to an Eligible Person the owner from time to time subject to the Restriction may sell the Intermediate Affordable Housing Unit on the Open Market

4.1.9.2 To ensure that the Intermediate Affordable Housing Units are not sold on the Open Market pursuant to clause 4.1.3 in the First Round Sales under any circumstances.

4.1.9.3 Re-sale of Intermediate Affordable Housing Units purchased on Open Market

Not to sell an Intermediate Affordable Housing Unit purchased on the Open Market following a sale in accordance with sub-clause 4.1.9.1 above other than in accordance with clauses 4.1.8 and 4.1.9 of this Agreement.

4.1.9.4 Variance of Terms of Marketing Programme and Marketing Methods

Not to vary the terms of the Marketing Programme and or the Marketing Methods Plan without the express written consent of the Council.

4.1.10 General

- 4.1.10.1 The Owner or an owner of an Intermediate Affordable Housing Unit desiring to Rent an Intermediate Affordable Housing Unit shall comply with the provisions of clauses 4.1.10.2 to 4.1.13 of this Agreement
- 4.1.10.2 Not to Rent or otherwise permit the Rental of any Intermediate Affordable Housing Unit to any person other than in accordance with the following requirements:
 - 4.1.10.3 the tenant is an Eligible Person; and
 - 4.1.10.4 that the Rent charged shall be no greater than eighty per cent (80%) of the Local Market Rent such value to be determined prior to any such letting of an Intermediate Affordable Housing Unit in accordance with clause 4.1.11 of this Agreement; and
 - 4.1.10.5 that no Intermediate Affordable Housing Unit shall be Rented or made available to Rent for a period of more than one year other than in accordance with clause 4.1.12 hereof; and
 - 4.1.10.6 any such Rental shall be by way of an "Assured Shorthold Tenancy" as defined by the Housing Act 1988 and in the event that this legislation is amended or repealed and not re-enacted then any such Rental shall be

limited to a specific duration which shall be for no more than one year and be restricted from becoming a periodic tenancy; and

- 4.1.10.7 vacant possession of the Intermediate Affordable Housing Unit will be secured before or upon the ultimate expiry of any such tenancy or any tenancy renewal that may be agreed with the Administrator

Determining the Local Market Rent

4.1.11 For the purposes of this Agreement the Local Market Rent of the Intermediate Affordable Housing Units shall be determined as follows:

- 4.1.11.1 the owner of an individual Intermediate Affordable Housing Unit (or where applicable the Administrator) will appoint a Valuer to provide a full written assessment of the Local Market Rent of an Intermediate Affordable Housing Unit as at the anticipated date that such a unit will be Rented
- 4.1.11.2 the appointed Valuer shall provide a full written assessment of the Local Market Rent to the Administrator for approval
- 4.1.11.3 in the event that the Administrator decides not to approve the figure suggested by such Valuer for the Local Market Rent then within 14 days of receiving the initial full written assessment the Administrator shall notify the owner of an individual Intermediate Affordable Housing Unit of its decision and a second Valuer (who shall be independent of the first Valuer) shall be appointed by the owner to make a further assessment of the Local Market Rent of an Intermediate Affordable Housing Unit
- 4.1.11.4 for the purposes hereof the average of the two figures produced under paragraphs 4.1.11.2 and 4.1.11.3 shall be taken as the Local Market Rent

4.1.12 Certification for Rentals

- 4.1.12.1 Not to Rent or otherwise permit the Rental of any Intermediate Affordable Housing Unit other than following the provision of a certificate ("the Rental

Certificate”) in respect of each and every tenancy or rental agreement in writing by the Administrator to the owner of the unit certifying that the tenant of the unit is an Eligible Person and that the stipulations of such a tenancy or rental agreement shall prohibit the sub-letting of any such Intermediate Affordable Housing Unit to any other person

4.1.12.2 The Administrator shall be entitled to charge the lessor of any Intermediate Affordable Housing Unit a fee of the higher of either: (a) £150 (one hundred and fifty pounds) plus any VAT such a figure to be revised annually by the Administrator; or (b) 15% of the average monthly rental over the rental period plus any VAT for the provision of the Rental Certificate

4.1.12.3 Not later than seven days following the letting of any Intermediate Affordable Housing Unit the Administrator shall provide a copy of the Rental Certificate issued pursuant to clause 4.1.12.1 to the Council together with details relevant to the status of the new occupier as an Eligible Person and the actual rent charged to the tenant

4.1.12.4 Not to Rent or otherwise permit the Rental of any Intermediate Affordable Housing Unit for more than a one year period other than following the provision of a certificate (“the Further Rental Certificate”) given in writing by the Administrator following an application by the owner to the Administrator detailing reasons as to why the owner cannot occupy the unit and needs to extend the rental period for a further defined period not exceeding one year and such a Further Rental Certificate shall certify that the tenant of the unit is an Eligible Person and the Rent charged is no more than eighty per cent (80%) of the Local Market Rent and that the stipulations of such a tenancy or rental agreement shall prohibit the sub-letting of any such Intermediate Affordable Housing Unit to any other person

4.1.12.5 The Administrator shall be entitled to charge a fee for the provision of the Further Rental Certificate in accordance with clause 4.1.12.2 of this Agreement and

in every case shall provide a copy of the Further Rental Certificate to the Council within seven days of issue

4.1.12.6 On the anniversary of each year following first Occupation of any of the Intermediate Affordable Housing Units to provide to the Council a monitoring report such monitoring report to include details of all units let, sub-let or rented such details to include income profiles of all persons tenants and sub-lessees and the respective rent levels

4.1.13 **Mortgagees of an individual Intermediate Affordable Housing Unit**

4.1.13.1 In the event that a mortgagee of an individual Intermediate Affordable Housing Unit shall become a mortgagee in possession or a receiver shall be appointed then such mortgagee (or receiver) shall be entitled to sell that unit on the Open Market PROVIDED THAT the provisions of clauses **Error! Reference source not found.** to 4.1.13 and 4.2 to 4.10 of this Agreement shall apply to the purchaser of such an individual Intermediate Affordable Housing Unit from the mortgagee or receiver

4.2 **CAR FREE**

4.2.1 Prior to Occupying any residential unit forming part of the Development to inform 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.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 On or prior to the Occupation Date to inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of

the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 COMMUNITY FACILITIES CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution.

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

4.4 CONSTRUCTION MANAGEMENT PLAN

To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict compliance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.5 ENVIRONMENTAL IMPROVEMENTS CONTRIBUTION

4.5.1 On or prior to the Implementation Date to pay to the Council the Environmental Improvements Contribution in full.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvements Contribution in full.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.6.1 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

- 4.6.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 HIGHWAYS

- 4.7.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

- 4.7.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

- 4.7.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

- 4.7.4 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.

- 4.7.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.8 PUBLIC OPEN SPACE CONTRIBUTION

4.8.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.8.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.9 **SITE OF NATURE CONSERVATION IMPORTANCE CONTRIBUTION**

4.9.1 On or prior to the Implementation Date to pay to the Council the Site of Nature Conservation Importance Contribution.

4.9.2 Not to Implement or to permit Implementation until such time as the Council has received the Site of Nature Conservation Importance Contribution.

4.10 **SUSTAINABILITY PLAN**

4.10.1 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.10.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/1029/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Development or any requests made by the Council 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 indemnify the Council for any expenses or liability properly 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 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council under Clause 4 of this Agreement for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer to planningobligations@camden.gov.uk referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/1029/P.

- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN948 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.
- 5.8 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.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 5.11 The Parties agree that the Open Market Value will be determined as follows:

- (i) the Owner and Administrator shall nominate to the Council for approval a minimum of two (2) Valuers from reputable firms;
- (ii) once approved (such approval not to be unreasonably withheld) by the Council the Council's preferred choice (as confirmed in writing) of licensed valuer shall be commissioned by the Owner and the Administrator (at the Owner's and Administrator's expense) to provide a full written assessment of the Open Market Value of the Intermediate Affordable Housing Units such assessment to be provided to the Council by the Owner and Administrator;
- (iii) In the event of the Council not accepting the Open Market Value as contained in the assessment provided under sub-clause 5.11(ii) hereof the Council may commission (to be paid for by the Owner and the Administrator) an independent suitably qualified experienced licensed valuer from a reputable firm of its choice to assess the Open Market Value of the Intermediate Affordable Housing Units;
- (iv) If the difference between the figures provided under sub-clauses 5.11(ii) and (iii) is no more than 5% then the average of the figures will be the Open Market Value;
- (v) If the difference between the figures provided under sub-clauses 5.11(ii) and (iii) is more than 5% then the Owner the Administrator and the Council shall jointly commission (to be paid for by the Owner and the Administrator) an alternative independent suitably qualified experienced licensed valuer from a reputable firm to provide a written assessments of the Open Market Value of the Intermediate Affordable Housing Units with the average between the figures provided under sub-clauses 5.11(ii), (iii) and (v) will be the Open Market Value.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP

quoting the planning reference number 2014/1029/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 Second Interested Party 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 Freeholder, the First Interested Party or the Second Interested Party nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **MORTGAGEE EXEMPTION**

Any mortgagee of the whole or part of the Property shall incur no liability whatsoever to perform any covenants or obligations under this Agreement unless it becomes a successor in title to the Owner or a mortgagee in possession in which case it too will be bound by such covenants or obligations as if it were a person deriving title from the Owner

9. **RIGHTS OF THIRD PARTIES**

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

10. **JURISDICTION**

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Freeholder, the First Interested Party and the Second Interested Party have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
APPLEBY ESTATES LIMITED
acting by a Director and its Secretary
or by two Directors in the presence of

ELENA KTORI
84 QUEEN ANNE STREET
LONDON, W1G 8HE
TRAINEE SOLICITOR

Director Name: (CAPITALS))

Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

EXECUTED AS A DEED BY
SOAD ALAVLI
in the presence of:

Witness Signature:)

Witness Name: (CAPITALS))

Address:)

Occupation:)

Helen
HELEN PECK acting as power of
attorney dated 09 May 2014

Elena

ELENA KTURI

34 QUEEN ANNE STREET

LONDON, W1G 8HE
TRAINEE SOLICITOR

Executed as a Deed by
POCKET LIVING (2013) LLP
acting by

Member/Authorised Signatory)

Witness Signature)

Witness Name)

Witness Address)

Melanie

Melanie

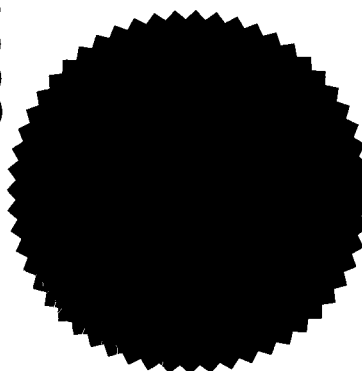
MELANIE EDGE

14 FLORAL STREET

LONDON, WC2E 9DA

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

[Signature]
.....
Authorised Signatory



THE FIRST SCHEDULE

Construction Management Plan

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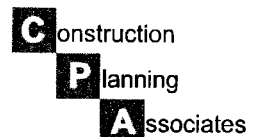
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59-61 Oak Grove
Cricklewood London NW2
Construction Management Plan

Prepared for
Pocket Living

April 2014
Status Issue 03

Construction Planning Associates
9 Woodland Green
Upton St Leonards
Gloucester GL4 8BD
01452 61271



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Appendix B – Proposed access routes from TLRN to site

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Appendix D – Outline Construction Programme

Schedule of Amendments

Issue 02 - March 2014

Incorporation of LBC Highway comments as per email dated 11/3/14

Issue 03 – April 2014

Incorporation of LBC Planning Control comments as per email 3/4/14

1.0 Introduction

This document has been prepared by Construction Planning Associates, under instruction from Pocket Living to produce a Construction Management Plan (CMP) in support of the planning application for Redevelopment of 59-61 Oak Grove Cricklewood.

The three storey new build development comprises 17 one bedroom apartments of which 13 will be affordable and includes associated landscaping. Demolition of the previous building has already been carried and the construction is to be carried out in a single phase with occupation on completion of the project.

The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The Contractor's project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the development. Any future revised plan must be approved by the Council and complied with thereafter. All revisions shall be signed and dated in an addendum format forming part of the original. A full copy of the approved CMP and addendums shall be kept on site ready available for inspection at the request of an Authorised Officer of the Council.

The purpose of the CMP is to ensure that the impact of construction work on the local residents and the immediate highway network is minimised. The CMP provides details of all measures that are considered appropriate. However, the CMP is a live document that will evolve as necessary to address issues that may be identified through ongoing consultation with local residents as the project progresses.

1.1 Site History

Development on the site dates back to the late 19th century. Most recently the site was occupied by a light industrial units. The units were demolished under an outline consent granted in 2000. Since demolition was completed the site has been subject to a number of consent applications which were subsequently withdrawn.

2.0 Programme & Construction Methodology (See Appendix D)

The programme below provides details of the duration and timing of each phase of the works. It is currently anticipated that the overall construction period will be 49 weeks.

Works Phase	Duration	Approx Start	Approx Finish
Site Set Up	2w	02/06/14	16/06/14
Piling and Foundation Works	10w	09/06/14	18/08/14
Ground Floor Slab	6w	11/08/14	22/09/14
Loadbearing Masonry Superstructure	18w	11/08/14	15/12/14
Façade Finishes & Roof Works	13w	17/11/14	09/03/15
External works & Landscape	9w	02/02/15	06/04/15
Internal finishes - Carcass	14w	03/11/14	02/03/15
Internal finishes - 2nd fix	11w	19/01/15	13/04/15
Final finishes & Commission	8w	09/03/15	11/05/15

Works will commence in June 2014, subject to planning approval with overall completion in May 2015. A programme showing the durations for major elements is provided in Appendix D.

The site working hours will be Monday – Friday 08.00 to 18.00, and Saturday 08.00 – 13.00. Working on Sunday and Bank Holidays will be restricted, with the site usually be closed, in event that any works are required to be carried no noisy operations will be permitted.

2.1 Mobilisation

Following appointment and prior to commencement on site the contractor will mobilise his resources in preparation for a start on site. This work will also include

establishing a number of reporting, monitoring and management regimes prior to starting on site covering

- Application for scaffold licences
- Application for footpath closures
- Application for temporary carriageway closures (plank installation)
- Enrol the scheme in the Considerate Contractors Scheme

The contractor will consult with Borough Network Management Team prior to making any application for footpath or temporary carriageway licences, and with the Borough Parking Services in connection with any parking bay or loading restriction suspensions.

2.2 Site Set up

On possession of site the existing hoarding will be inspected and repaired / replaced where necessary to ensure a safe and secure site. The site will have been cleared of vegetation in the SCNI area before the start of the bird nesting season in March 2015. Any other any debris left over from the previous use of the site will be cleared and the site prepared for piling.

2.3 Piling

The piling works will be undertaken in one phase commencing at the rear of the site and progressively working toward the Oak Grove frontage.

The piles will be formed using a continuous flight auger pile rig, attended by a backactor excavator to remove the pile arisings for disposal off site using 3 axle tipper trucks. Concrete for the piles will be delivered in standard 8m³ ready mix concrete vehicles and will be held in an agitator for distribution to each of the piles as it is formed. This will allow for the ready mix concrete to be discharged directly and minimize the on-site waiting and discharge time for the vehicle.

2.4 Ground floor structure

At present the design concept allows for a suspended beam and block ground floor slab. A series of ground beams will link together the piles and the precast units will then be supported on sleeper walls. It is envisaged the floor will be offloaded with a HIAB mounted unit located on the delivery vehicle, the units will be final positioned using an tracked excavator with a lifting attachment. Concrete for the ground beams

will be discharged with ready mix concrete truck assisted by excavation plant and dumpers.

2.5 Superstructure Frame

The superstructure comprises loadbearing Masonry Walls supporting precast concrete planks locked into place with an insitu concrete topping. Planks will be placed with the mobile crane located on Oak Grove with a single lane carriageway closed in place to facilitate this operation. The plank installation will be limited to one day for each of the 1st and 2nd floors.

Concrete for the slab topping will be placed using a concrete pump served by ready mix concrete vehicles. The pump and Ready Mix trucks will be in the vacated parking bays on Oak Grove at the front of the site.

External Envelope

The external envelope comprises a brickwork cladding with a single ply covering to the flat roof. Brickwork will be progressively raised with the loadbearing block work. Windows and facade finals will be undertaken after the brickwork is complete. A fully independent scaffold clad in debris netting is proposed incorporating a hoist and landing platform which will be raised progressively with the scaffold. Façade materials will be offloaded and distributed vertically using an electric good hoist.

2.6 Internal Finishes

The internal finishes for the building will use a high proportion of pre-fabricated and pre-finished materials, including joinery and kitchen units. The finishes have been chosen to limit the volume of site works and the number of operatives required to complete the installation, as well as limiting the volumes of waste materials generated by the installation.

2.7 Landscaping

The external landscaping works will commence following the completion of the external envelope and the striking of the access scaffolding

Access & Vehicle Management

3.1 Access Routes – Existing Arrangements

The site is bounded by the rear of the footpath to Oak Grove. There are two existing footpath crossovers deriving from the site's previous use and one of these is serviced by a gate.

The completed development has been designated a 'car free' development, with no parking or vehicle spaces

3.2 Current traffic and pedestrian movements

Oak Grove is a residential road connecting with Richborough Road at its southern end and with Cricklewood Lane (A407) at its northern end. Oak Grove is a northbound one way street from its junction with Ash Grove, the road is however two-way adjacent to site between Ash Grove and Richborough Road. The road provides residential access and access to two small vehicle repair businesses adjacent to the site. The site has good public transport links with bus stops on Cricklewood Lane (250m north) and Cricklewood Broadway (300m west) and with Cricklewood National Rail station (300m north). Both sides of Oak Grove have footpaths.

3.3 Current Parking Arrangements

Oak Grove is restricted to residential permit holders only, with single yellow line restrictions outside the vehicle repair businesses adjacent to the site. The neighbouring side roads Ash Grove and Richborough are similarly restricted to resident permit holders only.

3.4 Proposed Access Routes from TLRN (See Appendix B)

The site is 1.4 km from the TLRN network. The suggested route to site from the A41 (TLRN) for vehicles approaching the site is to turn at the signalled controlled junction onto the A407 Cricklewood Lane followed by a left turn onto A5 Cricklewood Broadway and then left turns into Richborough Road and Oak Grove. Delivery vehicles leaving site can travel north along Oak Grove to its junction with Cricklewood Lane turning right and then connecting with the A41. (See TLRN Route Plan Appendix B).

Where practicable the Contract will schedule deliveries outside of peak periods (08.00- 09.30 and 16.00 to 18.30), so as to limit the impact of the works on the local road network and also to provide more predictability for the timing of deliveries.

3.5 Construction Vehicle Management (See Appendix C)

Construction Traffic will approach from the south and be offloading immediately to the front of the proposed building. The footpath will be closed and resident parking bays in front of the site will be suspended. This area will be used for loading except during the piling stage foundation stage when the vehicles will be able to access the site directly over the existing footpath crossovers. A traffic marshal will be on hand to safeguard pedestrians when vehicles are being loaded or unloaded and when accessing and egressing site. The traffic marshal will also serve to check in all deliveries at the gate and inform site management that a delivery is on site and organise offloading.

The building is of a domestic scale and uses traditional domestic materials in its construction, and as such the volumes and form of deliveries will consistent with a domestic dwelling.

The first and second floors utilize precast concrete plank units which will required to be installed using a mobile crane. These works will each take 1 day and a carriageway closure of the eastern side of Oak Grove will be required to provide clearance for the mobile crane outriggers. The appropriate road closure licence will be obtained by the contractor in advance of these works being undertaken.

Given the limited space on site all deliveries will be scheduled. In the event of unscheduled vehicles arriving whilst the loading area is occupied, the vehicles will be sent for re-circulation and the driver notified of a revised delivery time.

Vehicles will be self-unloading using a vehicle mounted HIAB or similar units. Material storage will be limited to the area between the front elevation and the rear of the hoarding on the kerb line. No materials will be stored at the rear of the site within the SNCI.

3.6 Vehicle sizes

The following list provides detail of the type of vehicles that will need to gain access to the site during the construction process. The vehicles proposed have been selected to ensure that they are of a size that can be accommodated on the highway network given the constraints of the site access route, whilst minimising the potential number of traffic movements to and from the site.

- Skip Lorry 4 Wheel, 17 Tonne, G.V.W
- Plant delivery Articulated low loader , 40 Tonne, G.V.W (restricted number of deliveries)
- Concrete Delivery Vehicle 8 Wheel, 30 Tonne, G.V.W

- Building Deliveries 4 Wheel, 17 Tonne, G.V.W Panel body
- Ballast and Loose Materials 8 Wheel, 30 Tonne, G.V.W, Tipper
- General Building Materials 4 Wheel, 17 Tonne, G.V.W, HIAB Flat Bed
- Bulk delivery Articulated flatbed with HIAB, 40 Tonne, G.V.W (restricted number of deliveries)

All construction vehicles over 3.5T will meet the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme at the Bronze level.
- 2) All drivers will have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction works will have:-
 - i. side guards fitted
 - ii. a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a close proximity sensor, an in-cab warning device and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. a Class VI Mirror
 - iv. prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

3.7 Vehicle Movements

The total number of HGV movements associated with the developed is anticipated to be in the range of 550 – 600 over the 49 weeks construction period. This equates to an average of 2.5 movements per day (i.e, 1-2 deliveries per day).

The peak HGV movements will occur during the 4 week piling and pilecap operation when there will 6-8 movements per day (3-4 deliveries per day).

It should be noted however that these calculated by averaging the total number of deliveries for each work element, such that there will inevitably be peaks and troughs around the values given.

3.8 Footpath Closures & Parking Suspensions

The footpath on the east side of Oak Grove in front of the site will be closed, subject to issue of the appropriate licence, throughout the course of the construction works with the exception of the latter stages of the project when the external works will be in progress to reconfigure the entrance. During this period it will also be necessary to set up temporary pedestrian and traffic management to ensure the new continuous kerb

line can be installed and the one of the existing footpath crossovers can be removed in a traffic free controlled work zone.

Pedestrians will be diverted to the footpath on the west side of Oak Grove. Pedestrian flows on Oak Grove are low and related only to local resident access.

The works to the crossover and pedestrian footways will be executed in accordance with the appropriate licences issued by the Highway Authority

4.0 Environmental Controls

4.1 Dust Assessment

(Reference is made to “Guidance on the assessment of dust from demolition and construction” Jan 2014 as published by the Institute of Air Quality Management)

Receptor Site & sensitivity

There are human receptors (residential properties) within 350m of the site such that these can be considered high sensitivity receptors.

Dust generation associated with construction works on this site can be anticipated to occur on this site as a result of the following activities

- a) Demolition activities
- b) Excavation and earthworks activities
- c) Construction operations - material transfer: spillage from transferring material around the site and wind picking up dust from material stockpiles
- d) Trackout - construction vehicle movement: vehicles moving in and around the site re-suspending loose material on the road and passing vehicles on highways: material tracked out of the site on the wheels of site traffic and re-suspended from passing traffic.

Demolition

Dust-generating activities associated with the construction phase are identified as:

- i. There are no significant demolition works associated with this development

Earthworks

- i. There are no significant earthworks associated with this development

Construction

Dust-generating activities associated with the construction phase are identified as:

- i. Movement of vehicles and mobile plant on bare ground, including excavators, dumpers, forklifts and HGV's entering and leaving site;
- ii. Groundworks, including reduced level dig, excavation of service and foundation trenches, piling and hand-digging
- iii. Movement of dust generating materials such as concrete, mortar bricks, blocks, plaster and plasterboard.
- iv. Cutting, grinding and sawing.

Trackout

- i. On-site vehicle movements. The Traffic Management Plan which details vehicle routes for construction traffic is described in Section 3 above and illustrated in Appendices C, this shows delivery vehicles accessing via Richborough Road and Oak Grove. During the initial piling phase vehicles will be able to access the site directly. As the project advances to the substructure and superstructure stages delivery vehicles will not access the site and will utilise a loading bay on Oak Grove.
- ii. Off-site vehicle movements. A potential for dust generation off-site is recognised where material has been tracked out onto neighbouring roads by vehicles leaving the site and is then re-suspended by passing traffic.
- iii. The impact of dust generation in this way is expected to be greatest where a large number of vehicles are entering and exiting the site this is anticipated to be in the foundation stages of the projects, Oak Grove is the area most likely to be affected by off-site dust impact

4.2 Emissions Mitigation Measures

Whiles no formal dust assessment has been carried out for this site, the dust-generating potential of construction activities is generally considered to be high risk and it is therefore proposed to implement risk mitigation measures that are recommended for 'high risk' sites.

"The control of dust and emissions for construction and demolition: Best Practice Guidance" published by the Greater London Authority and London Councils in 2006, specifies a number of best practice measures. These are listed here, together with additional site-specific measures and will be followed so as to minimise dust generation and its impact on off-site receptors.

With regard to site management & monitoring

- i. Record all dust and air quality complaints, identify causes, take appropriate measures to reduce emissions in a timely manner, and record the measures taken. Make the complaints log available to the local authority when asked.

- ii. Record any exceptional incidents that cause dust and/or air emissions, either on- or off- site, and the action taken to resolve the situation in the log book.
- iii. Hold regular liaison meetings with other high risk construction sites within 500m of the site boundary, to ensure plans are co-ordinated and dust and particulate matter emissions are minimised
- iv. Undertake daily on-site and off-site inspection , and carry out regular dust soiling checks of surfaces such as street furniture, cars and window sills within 100m of site boundary
- v. When activities with a high potential to produce dust are being carried out and during prolonged dry or windy conditions increase the frequency of inspections

With regard to construction:

- i. Construction of a 2.4 m high timber hoarding to the perimeter of the site prior to commencement any dust generating activity on site.
- ii. Keep site fencing, barriers and scaffolding clean using wet methods;
- iii. Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site;
- iv. Use of low emission plant fitted with catalysts, diesel particulate filters or similar devices;
- v. Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers' recommendations;
- vi. Plant and vehicles to be located away from the closest receptor or house in closed environments wherever possible;
- vii. Damp down site during working day and again at the end of the day to reduce the amount of re-suspended dust.
- viii. Use enclosed chutes, conveyors and covered skips, where practicable.
- ix. Minimise drop heights from conveyors, loading shovels, hoppers and other loading or handling equipment and use fine water sprays on such equipment wherever appropriate.
- x. Ensuring that all plant equipped with dust suppression equipment is checked on first use at site, to ensure that this equipment is functional and is being used;
- xi. Avoidance of diesel or petrol powered generators using mains electricity or battery powered equipment wherever possible;
- xii. Use of water sprays or poured water to suppress dust during cutting, angle grinding or other dust-generating activities;
- xiii. Store materials with dust producing potential away from site boundaries and sheet, seal or damp down stockpiles of excavated materials held on site

- xiv. For smaller supplies of fine power materials ensure bags are sealed after use and stored appropriately to prevent dust.

With regard to vehicle movements on and off the site:

- i. Provision of jet-washing and wheel spinning facilities at the site exit where vehicles leave site onto public roads. Rumble grids to be incorporated to dislodge accumulated dust and mud prior to leaving site;
- ii. Provision of an area of hard surfacing where tracked vehicles can be cleaned/checked after cleaning before leaving site;
- iii. Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas;
- iv. Wet cleaning of haul routes and public roads at least daily, with more frequent cleaning when found to be necessary under the measures specified in the next section;
- v. Covering of all loads entering or leaving site;
- vi. Ensuring that road and construction vehicles comply with or exceed the requirements for the Low Emission Zone (LEZ): currently Euro IV

4.3 Noise & Vibration controls

The nearest residential units are located 10m away from the site boundary. There is therefore a risk that noise generated by the construction works will exceed NEC Category A at the nearest residential units.

During the construction phase and in particular during foundation works sound level readings will be taken on site to ensure noise levels remain within acceptable guideline levels. In the event that noise levels exceed guidelines, the contractor will implement mitigation measures to limit any noise disturbance to local residents and business premises.

The construction methods and selection of plant will at all times comply with the guidelines set out in BS5228 (2009) "Code of practice for Noise & Vibration Control on Construction and Open Site". Where practicable the contractor will to explore methods of construction that minimise noise levels from site activities.

With regard to operative training and induction, the site induction and training process that all operatives must attend prior to commencing work on site in order to comply with the requirements of the Health and Safety at Work Act will include a specific section on the importance on the minimization of noise and vibration nuisance to the adjoining receptor sites. This will include:-

- a) The proper use and maintenance of tools and equipment

- b) The positioning of machinery and equipment to reduce noise emission to neighbouring properties
- c) The avoidance of unnecessary noise when carrying out manual operation and when using mechanical plant and in particular switching off mechanical plant when not in use
- d) The protection of operatives against noise

Measures to be investigated and adopted as appropriate will include selection of 'silenced' plant, the pre-cutting of materials off site, prefabrication of plant or service containment and prefabrication and pre-cutting of 1st and 2nd fix materials and elements.

The selection of the construction methods and plant has been made with reference to minimizing levels of ground transmitted vibration.

Foundation piling is using rotary bored techniques rather than driven piles to avoid to the generation of ground borne vibrations.

The trimming of the concrete contiguous pile and main foundation piles will be carried out using hydraulic pile shears and not using pneumatic hand held breakers. The selection of this type of plant will also provide health and safety benefits in avoiding the risk of hand arm vibration syndrome ('white finger') as well providing for higher productivity and reduce air and ground borne vibration. These operations have the potential to create noise disturbance, and consequently the contractor will carefully select plant which minimize air and ground borne vibrations and aim to achieve noise levels 1m from the adjoining sensitive buildings facades at 5dB less than the background LA90 levels.

The site manager will be responsible for the control and management of dust at the site. Site management will ensure that all personnel on site are adequately trained to implement dust mitigation measures.

4.4 CO₂ Emissions Reductions

The main contract for the construction of the works requires that the contractor and his subcontractors adopt 'green fleet' management practices in the operation of the site construction plant and the road licensed vehicles servicing the site. The contract requires that all equipment and vehicles comply with the Euro 4 emission regulations. The contractor and his subcontractors will be required to demonstrate that they are taking measures to further reduce the carbon emissions of the operated plant through

use of fuel saving equipment as accredited by the Freight Operation Recognition Scheme or have adopted the Safe and Fuel Efficient Driving scheme (SAFED).

The specialist nature of the construction plant and equipment will however limit the opportunity for the adoption of low carbon or hybrid vehicles as these are not currently generally available in the marketplace.

4.5 Breach of trigger action level procedure

The site manager will be responsible for the control and management of dust at the site. Site management will ensure that all personnel on site are adequately trained to implement dust mitigation measures.

In the event of a breach of the trigger action level, or a dust nuisance is caused to a nearby sensitive receptor and a complaint is received, then the following action plan will be implemented:

- i. Upon receipt of a complaint or breach of trigger action level the site manager will be immediately notified who will then make a written record on a Dust Action Form
- ii. The site manager will carry out a walkover and inspection to identify the source of dust which may have caused the breach or complaint or, if the complaint relates to previous period of operation, site staff will be consulted to establish the activity that may have caused it;
- iii. If an activity has been identified as generating unacceptable levels of dust then that activity shall cease until sufficient measures are adopted to prevent or minimize the dust nuisance
- iv. The implementation of the measures will be the responsibility of the site manager and will be recorded on the Dust Action Form along with details of the identified source;
- v. An email specifying details of any alert will be sent to LBC air quality officer as soon as practicable following any breach or complaint

In addition to the monitoring described above, a visual check will be made daily by the site manager, who will ensure that excess levels of dust are not being generated and migrating off-site. Visual checks will be made more frequently during adverse weather conditions (dry with strong winds).

4.6 Wheel Wash

Site vehicles will have wheels washed down prior to leaving the site so as to reduce unwanted debris spreading onto Oak Grove, this will only be in place when vehicles

are accessing the site during the piling & foundation stages of the project. A high pressure water spray unit will be located at the site (See Appendix C)

Waste water from the wheel wash, and also from general site operations such as damping down and concrete delivery washout, will be stored in temporary 'silt buster' holding and separation tank on site the level of which will be monitored by the Contractor to ensure that the discharge to the public sewer complies with the water bylaws. When full, the tank will be emptied by a registered waste disposal contractor using a vacuum tanker and transported to a local depot for processing prior to disposal. The tank will require to be emptied at regular interval during the foundation and structural frame phases of the works. This operation will be controlled by a consignment note to allow full traceability of all material removed from site.

4.7 Groundwater & Surface water run-off

The existing surface water drainage network will be located prior to the demolition of the existing building, and any necessary temporary or permanent diversions will be install in order to main continuity of sub-surface groundwater flows.

Surface run-off from the site areas will be directed via a temporary settlement tank prior to discharge into the existing surface water drainage system. Surface water flow from potential sources of contamination such a concrete delivery washout points, mortar silos and plaster mixing baths will be separately contained using silt buster type settlement and separation tanks and will not be discharged into the storm water drainage system.

4.8 Ecological Impacts & controls

Part of the site lies with in a SCNI (Site of Nature Conservation Interest) which runs along the Midland Main Line rail corridor adjoining the site.

While the site is mainly surfaced with compacted crushed granular materials and used as a temporary car park, there are a number of area of scrub vegetation which could provide a habitat for nest birds. These areas of scrub will be cleared before the start of the nesting season in March 2014 to ensure that nests are not disturbed during the works.

The SCNI aligns with the rear elevation of the new property, and during the construction period the SCNI area will have scaffold erected on it to facilitate the building works, and the site welfare unit and office will be located in the area. However to ensure that any ecological disturbance is minimized no bulk or loose materials will be stored in this area during the construction period.

In its current hardstanding condition the site does not provide a suitable habitat for wildlife but the new gardens included within the development will provide an enhanced habitat and provide continuity for the wildlife corridor that runs along the railway line.

4.9 Site Security

All construction materials will be stored within the site boundaries. It is proposed that solid boarded 2.4 m hoardings will be erected along all the external site boundaries. The temporary site gates will be on Oak Grove in the location of the existing crossover. The site will be locked outside of working hours to ensure that all materials and equipment are stored securely.

4.10 Construction Phase Travel to Work Plan

The numbers of site operatives and supervisory staff will gradually increase as the works progress. Initial operative numbers will be limited in the range 8 - 12 in the foundation stages and this will increase to peak levels of approximately 35 during the later stages of the project when the internal finishes and landscaping phases are being undertaken. It will be a condition of the building contract that no workers' vehicles will be allowed on to the site and construction operatives must access the site on foot along Oak Grove via the adjacent public footpaths or cycle routes.

To minimise the potential impact of construction workers travelling to the area a Travel Plan will be implemented to promote and encourage the use of sustainable modes of travel to and from the site and to minimise the use private cars.

The site has very good communication links with national rail (Cricklewood) and an extensive bus routes all within 300m of the site. In view of these existing provisions is likely that all operatives attending the site will utilise public transport.

In order to assist operatives in making the best use of the public transport links the construction phase Travel Plan will take the form of a leaflet that will include details of local public transport services and promote walking and cycling. This Travel Plan will form part of the site Health and Safety site induction pack that all operatives and staff working on site are required to undertake before commencing works on site.

5.0 Community Relationships

5.1 Public Consultation / Exhibition

A public exhibition was held on the evening of 17 December, 6pm-8pm at West Hampstead Community Centre, 17 Dornfell Street, NW6 1QN. A concept master plan and visualisations of the scheme were on display along with key details of the proposed development. Approximately 168 residents who live in the vicinity of the site were invited to attend via post and the exhibition was advertised with a flyer on the community centre.

The event was attended by four residents and Councillor Nancy Jirira. A small number of concerns regarding the construction process were raised and these have been addressed by this CMP. There was general support for more affordable housing in the community and recognition of the demand for low cost properties.

At least 2 weeks prior to the commencement of the works on site the Contractor will notify the residents within the vicinity of site who may be affected the works of the date of the commencement of the works. This notice will include contact details of the contractor's site manager and the contractor's head office.

In the event in the event that noise/vibration/dust complaints arise from the works, these complaints will be dealt with using the procedure set out in section 4.5 above (Breach of Trigger Action Levels). This procedure includes the maintenance of a register giving details of the complaint, details of monitoring carried out, any additional mitigation works and how the complaint has been dealt with. The procedure also includes for the relevant activity to cease until sufficient measures are adopted to prevent or minimize the nuisance.

5.3 Considerate constructor scheme

The contractor will register the project with the Considerate Contractors Scheme.

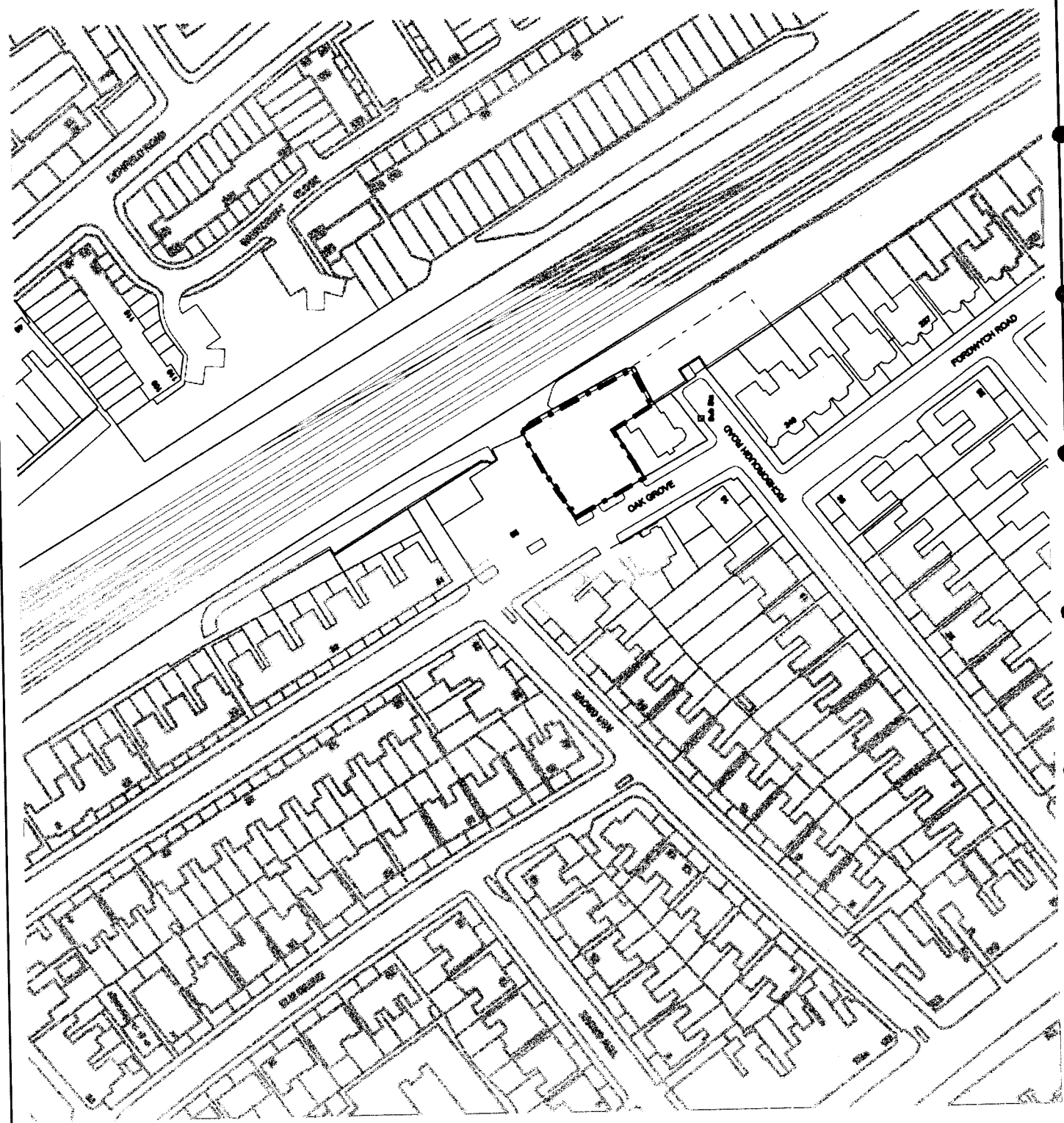
The works will be audited on a regular basis by the scheme inspectors and the site notice board will include details of the site registration, the scheme administrator contact details as well as those of the contractor's site management team.

6.0 Summary

This Construction Management Plan relates to the proposed development of the site 59-61 Oak Grove. The purpose of the CMP is to ensure that the impact of construction works on the local residents and the immediate highway network is kept to an absolute minimum.

APPENDIX A

Site Location Plan



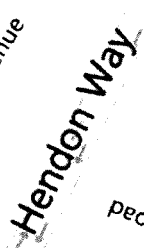
<div> <div>C</div> <div>Construction</div> <div>P</div> <div>Planning</div> <div>A</div> <div>Associates</div> </div>	59-61 Oak Grove N3 Site Plan		Drawn C&W Date Feb 2012
	Scales N/A Original Size NTS	Drawing No SP01	C497

<div> <div>C</div> <div>Construction</div> <div>P</div> <div>Planning</div> <div>A</div> <div>Associates</div> </div>	59-61 Oak Grove N3 Site Plan		Drawn C&W Date Feb 2012
	Scales N/A Original Size NTS	Drawing No SP01	C497

APPENDIX B

Proposed access routes from TLRN to site

Hendon Way

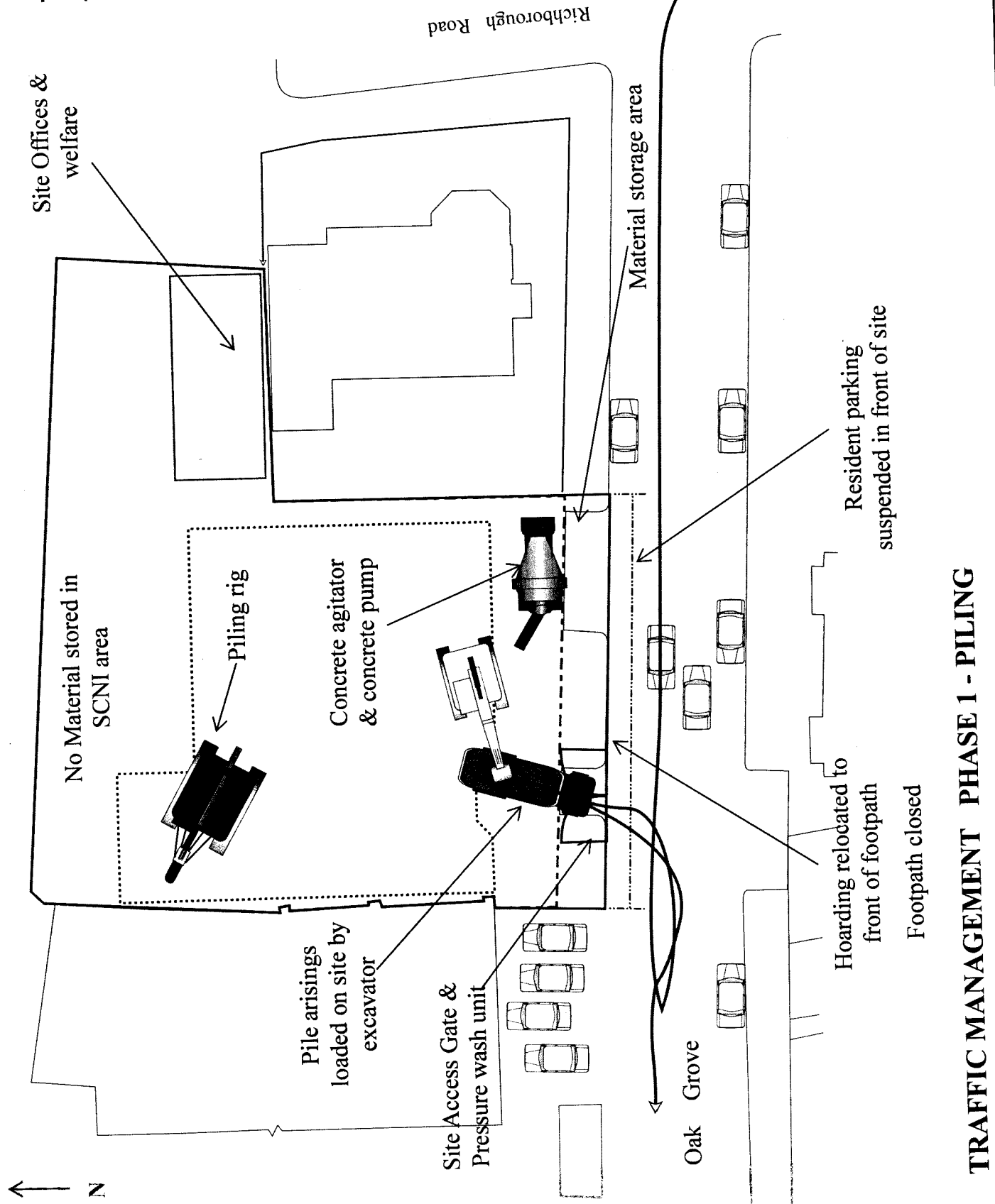


APPENDIX C

Proposed vehicle access arrangements

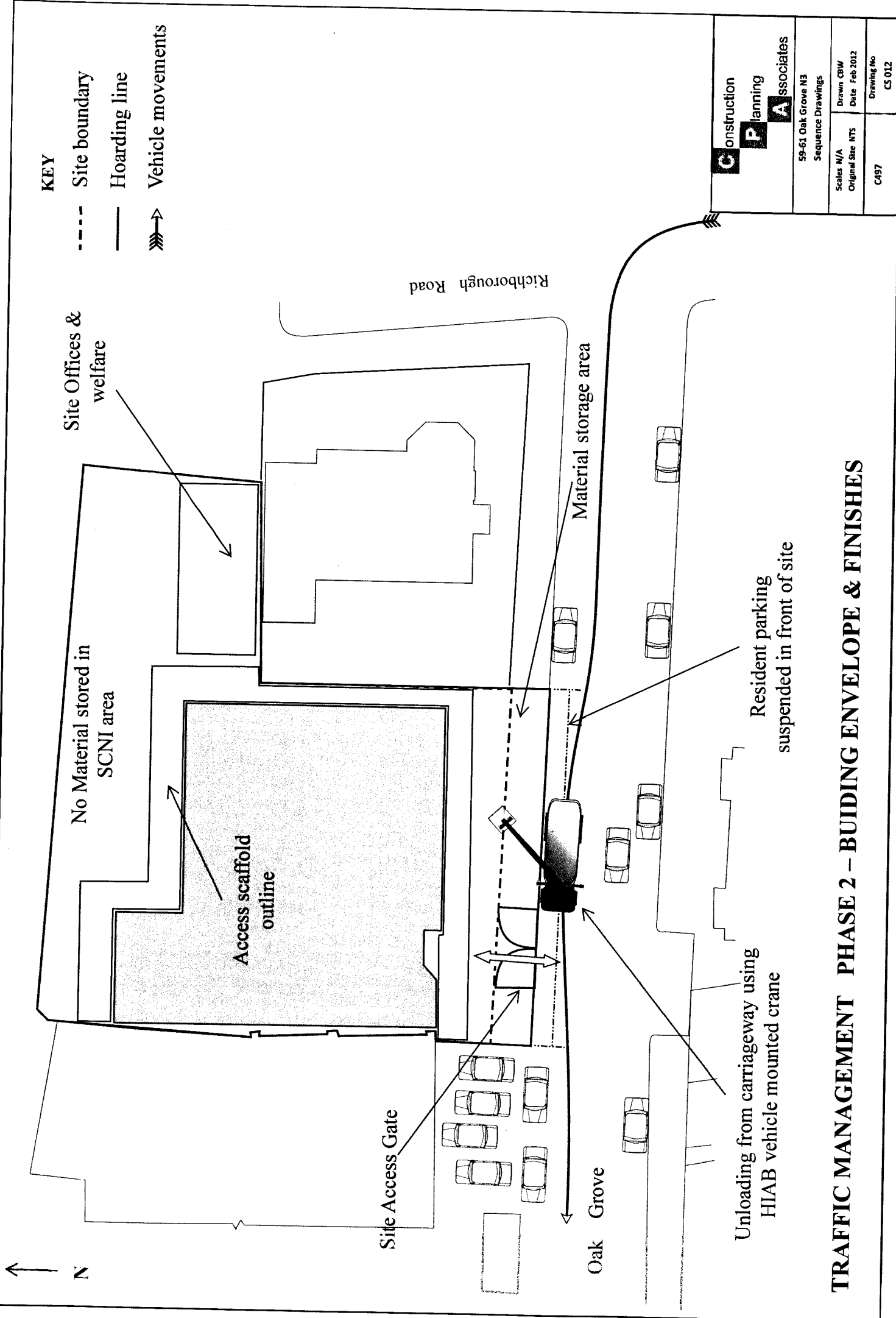
KEY

- Site boundary
- Hoarding line
- ➡ Vehicle movements



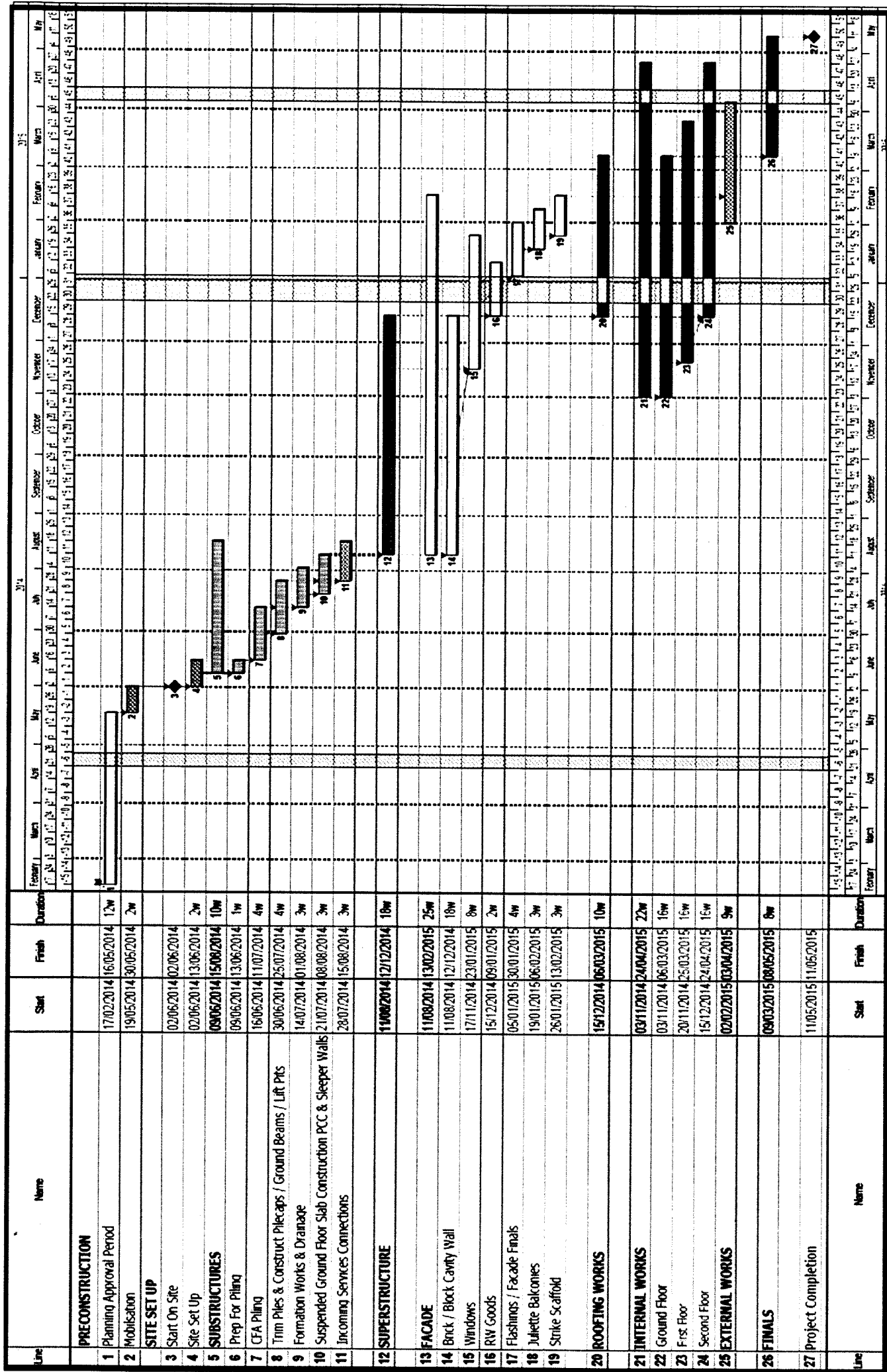
C onstruction P lanning A ssociates	
59-61 Oak Grove N3 Sequence Drawings	
Scales N/A Original Size NTS	Drawn CBW Date Feb 2012
C497	Drawing No CS 01

TRAFFIC MANAGEMENT PHASE 1 - PILING

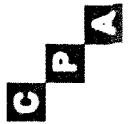


APPENDIX D

Outline Construction Programme



Project title		59 - 61 Oak Grove, London NW2	
Programme title		Outline Programme	
Client		Pocket Living	
Dated		Drawn by CW	
Revision comment		Programme No C-197/CMP	
Notes			



THE SECOND SCHEDULE

draft planning permission

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Boyer Planning
83 Blackfriars Road
London
SE1 8HA

Application Ref: **2014/1029/P**

12 May 2014

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**59-61 Oak Grove
London
NW2 3LS**

Proposal:

DECISION
Erection of a 3 storey building to provide 17 x 1-bed flats (including 13 x intermediate affordable units) with associated amenity space, refuse and cycle storage.

Drawing Nos: Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan;

Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.D Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 rev T1.

Supporting documents: Design & Access Statement by HTA February 2014; Planning Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014; Environmental Noise Survey and Noise Impact

Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC_51691285_1_1 dated 17-DEC-2013 by Environmental Risk Management; Outline Soft Landscape Specification and Plant Schedules OGC-AS-9-800 by HTA 06.03.2014.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan;

Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.D Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 rev T1.

Supporting documents:

Design & Access Statement by HTA February 2014; Planning Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014; Environmental Noise Survey and Noise Impact Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC_51691285_1_1 dated 17-DEC-2013 by Environmental Risk Management;

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 Prior to the first occupation of any of the new units the secure and covered storage facility for 20 bicycles shall be provided in its entirety and made available to occupants in accordance with the approved drawings. The cycle storage facility shall be permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Samples panels of the following details shall be erected on-site and approved by the Council before the relevant parts of the work are commenced:

a) all facing materials

b) proposed facing brickwork including boundary walls demonstrating the proposed colour, texture, face-bond and pointing

The approved panels shall be retained on site until the work has been completed. The

relevant part of the works shall be carried in accordance with the approved details.

Reason: To safeguard the appearance and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to first occupation the Sustainable Urban Drainage measures shall be implemented in accordance with the Drainage Layout hereby approved. All such measures shall be permanently maintained and retained thereafter.

Reason: To reduce the rate of surface water run-off from the building and limit the impact on the local sewer system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 No lights, meter boxes, flues, vents or pipes, telecommunications equipment, alarm boxes, television aerials or satellite dishes, other than those identified on the drawings hereby approved, shall be fixed or installed on the external face of the buildings, without the prior approval in writing 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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The development shall not be constructed other than in compliance with the recommendations of the Environmental Noise Survey and Noise Impact Assessment Report hereby approved. In particular the construction shall be carried out in order to achieve the evening and night-time noise levels of 30dBA and 24dBA respectively, as set out in section 9 of the approved report.

Any deviation from the Report's specifications or assumptions shall be submitted to and approved in writing by the local planning authority prior to commencement of the relevant work.

All acoustic mitigation measures shall be in place prior to the first occupation and shall be retained and maintained thereafter.

Reason: To safeguard the amenities of future occupiers in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Details of bird and bat nesting boxes / bricks shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site.

The details shall include the exact location, specification and design. The boxes/bricks shall be installed within the development prior to first occupation of any of the units.

The nesting boxes/bricks shall be installed strictly in accordance with the details so approved, shall be maintained as such thereafter.

Reason: To ensure the development contributes towards creation of habitats and valuable areas for biodiversity in accordance with policy CS15 of the London Borough of Camden Local Development Framework Development Policies

- 12 In the event that significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to occupation of the development the refuse and recycling storage facilities intended for its occupiers as shown on the drawings hereby approved shall be provided in their entirety. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 14 Prior to commencement of the relevant part of the development, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The cells shall be installed in full accordance with the details approved by the Local Planning Authority prior to first occupation of any of the units and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of

development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 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. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.


Yours faithfully

Culture and Environment Directorate

DECISION

THE THIRD SCHEDULE

the property



[Handwritten signature]

Theresa Ann

FOR P

SITE LOCATION

drawing title



DATED

12 MAY

2014

(1) APPLEBY ESTATES LIMITED

and

(2) SOAD ALAVLI

and

(3) POCKET LIVING (2013) LLP

and

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

A G R E E M E N T
relating to land known as

**59-61 Oak Grove
London
NW2 3LS**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

**Tel: 020 7974 5647
Fax: 020 7974 2962**

CLS/PK/1685.2533 (FINAL)