

DATED 04 February 2015

(1) BERNARD MAURICE HOWARD

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
37 & 39 RUDALL CRESCENT, LONDON, NW3 1RR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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CLS/COM/ESA/1685.2029
FINAL



THIS AGREEMENT is made the 04 day of February 2015

BETWEEN:

1. **BERNARD MAURICE HOWARD** of 37 & 39 Rudall Crescent, London, NW3 1RR (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN171146, NGL923209, NGL923211 and LN166736.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 4 March 2013 and the Council resolved to grant permission conditionally under reference number 2013/0824/P subject to conclusion of this legal Agreement.
- 1.4 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.
- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "Basement Construction Plan" a plan to be submitted by the Owner and approved by the Council setting out detailed information relating to the construction of basement forming part of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the Property and the neighbouring properties to include the following:-
- (i) incorporation of the recommendations contained within Basement Impact Assessment Report Revision 1, by RKD Consultant Ltd, dated 30/01/2013; Geotechnical Desk Study Report Revision 0, by RKD Consultant Ltd, dated 21/09/2012; Geotechnical Interpretive Report Revision 0, by RKD Consultant Ltd, dated 21/11/2012; Ground Movement Assessment Report by RKD Consultant Limited, dated 29/01/2013; Letter from RSK Environment Ltd, dated 30/01/2013;

Factual Geotechnical Report 371080-01 (00) by RSK Environment Ltd, dated November 2012; Note from Bell Cornwall LLP, as received 15/05/2013; Construction Management Plan 03 Revision 02, by Webb Architects Limited, as received 30/05/2013; Temporary Drainage Slots SK-ALP, Rev P3, dated 28/06/2013; 1168 108 Rev P4; 1168 110 Rev P4; Basement Construction Sequence and Methodology Revision G, by Edge Structures, dated 05/07/2013; Response to GCG Review Question, by RKD Consultant Ltd, RSK Environmental Ltd and Edge Structures Ltd, as received 11/07/2013; Non-Technical Summary of the evidence gathered against each stage of the BIA, by RKD Consultant Ltd, as received 01/11/2013; Letter from RKD Consultant Ltd, dated January 2014; TD 610 Mini Piling Rig specification, as submitted 03/02/2014; Letter from RKD Consultant Ltd, dated 07/04/2014;

- (ii) inclusion of a detailed monitoring regime throughout the Construction Phase;
- (iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;

- (iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council acting reasonably for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;
- (v) an update of the risk assessment submitted with the Planning Application based the detailed design drawings referred to in (iv) above;
- (vi) phasing plan demonstrating that the basement forming part of the Development shall be completed within eight months of the start of bulk excavations from the Property;
- (vii) provision of a general contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of a reasonably foreseeable delay in completion of the basement forming part of the Development; and

- (viii) provisions to ensure that damage to neighbouring properties will not exceed Burland category 2;

- (ix) details of the appointment of a suitably qualified chartered engineer with membership of the appropriate professional body to be approved by the Council acting reasonably and to be appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to monitor compliance with the approved design and specifications (including confirmation of the contractual responsibilities specifically that the appointed engineer is authorised to immediately stop the works and order any stabilisation works to be undertaken as he/she deems necessary) and any subsequent change or reappointment to be confirmed forthwith and approved by the Council acting reasonably for the duration of the construction works and to provide a report on the same in accordance with the agreed monitoring regime pursuant to clause (ii)

2.4 "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

- 2.5 "Construction Management Plan" a plan 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 including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the structures on the Property and the building out of the Development;
 - (ii) incorporation of the provisions set out in the First Schedule annexed hereto
 - (iii) proposals to ensure there are no adverse effects on the Conservation Area features
 - (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
 - (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and

businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.7 "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

2.8 "the Development"

excavation to create new basement levels with front lightwells, conversion of garages to provide additional habitable space, extensions at rear ground floor level, replacement front boundary wall, alterations to front elevation and associated works to two dwellings (Class C3) as shown on drawing numbers:- Site Location Plan 1083.01.00; 1083.01.01(E); 1083.01.02(C);

1083.01.03(C); 1083.01.04(B); 1083.02.01(B);
1083.02.02(A); 1083.02.03(B); 1083.02.04(B);
1083.02.05(A); 1083.02.06(A); 1083.03.02;
1083.03.03; 1083.03.05;
1083.01.21(G), as received 28/05/2013;
1083.01.22(F); 1083.01.23(F); 1083.01.24(F);
1083.01.25(D); 1083.01.41(F); 1083.02.11(G);
1083.02.12(D); 1083.02.13(D); 1083.02.14(E);
1083.02.15(E); 1083.02.16(A); 1083.03.11(E);
1083.03.12(B); 1083.03.13(C); 1083.03.15;
1083.04.12(C); 1083.04.13(A); 1168 49 P1;
1168 50 P2; 1168 51 P2; 1168 52 P2; 1168 111
P2; 1168 112 P3; 1168 201 P3; 1168 202 P3;
1168 101 P4; 1168 102 P4; 1168 103 P2;
Design and Access Statement Rev 01 by Webb
Architects Limited; 2011-1170-AT-101; 2011-
1170-AT-102; Arboricultural Report 221019-PD-
11a, by Tim Moya Associates, dated October
2012; Basement Impact Assessment Report
Revision 1, by RKD Consultant Ltd, dated
30/01/2013; Geotechnical Desk Study Report
Revision 0, by RKD Consultant Ltd, dated
21/09/2012; Geotechnical Interpretive Report
Revision 0, by RKD Consultant Ltd, dated
21/11/2012; Ground Movement Assessment
Report by RKD Consultant Limited, dated
29/01/2013; Letter from RSK Environment Ltd,
dated 30/01/2013; Factual Geotechnical Report
371080-01 (00) by RSK Environment Ltd, dated
November 2012; Planning Policy Compliance
Assessment Report, by Bell Cornwall LLP, dated
07/02/2013; MJH 051 01; MJH 051 02; MJH 051
03; MJH 051 04; Note from Bell Cornwall LLP,
as received 15/05/2013; Construction
Management Plan 03 Revision 02, by Webb
Architects Limited, as received 30/05/2013;

Transport Note by TTP Consulting, dated May 2013; Temporary Drainage Slots SK-ALP, Rev P3, dated 28/06/2013; 1168 108 Rev P4; 1168 110 Rev P4; Basement Construction Sequence and Methodology Revision G, by Edge Structures, dated 05/07/2013; Response to GCG Review Question, by RKD Consultant Ltd, RSK Environmental Ltd and Edge Structures Ltd, as received 11/07/2013;

Letter from Webb Architects Limited, dated 24/09/2013; Non-Technical Summary of the evidence gathered against each stage of the BIA, by RKD Consultant Ltd, as received 01/11/2013; Letter from RKD Consultant Ltd, dated January 2014; TD 610 Mini Piling Rig specification, as submitted 03/02/2014; Letter from Webb Architects Limited dated 08/04/2014; Letter from RKD Consultant Ltd, dated 07/04/2014; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/06/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/11/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 13/05/2014; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/06/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/11/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 13/05/2014.

2.9 "the Highways Contribution"

the sum of £7,560 (seven thousand five 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 event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (i) repaving/removal of crossover and realignment of parking bay;
- (ii) any other works required as a direct result of the development including such works as considered necessary by 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 undertakers costs

2.10 "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

2.11 "the Level Plans"

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

- 2.12 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council and the Owner
- 2.14 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 4 March 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/0824/P subject to conclusion of this Agreement
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 37 & 39 Rudall Crescent London NW3 1RR the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

NOW THIS DEED WITNESSETH as follows:-

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **BASEMENT CONSTRUCTION PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Basement Construction Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Basement Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the Property and the adjoining properties.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Basement Construction 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 Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

- 4.2.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that 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.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance 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.

4.3 HIGHWAYS WORKS

4.3.1 Ensure that on or prior to the Implementation Date to:-

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

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

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

4.3.3 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.

4.3.4 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.

4.3.5 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.

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 2013/0824/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 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 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 (where practicable) 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 plan relates quoting planning reference 2013/0824/P.

- 5.7 Payment of the financial contribution pursuant to Clause 4.3 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Planning Reference 2013/0824 or by Electronic Transfer directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 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.
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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the planning reference number 2013/0824/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with the Council's monitoring fees 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 and once the Owner has complied with the covenants contained in this Agreement the Owner may request and the Council may supply within 14 days at no additional cost to the Owner a letter addressed to HM Land Registry confirming that the Notice of this Agreement may be removed from the register of the Owner's title.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor 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.

8. RIGHTS OF THIRD PARTIES

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

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

**EXECUTED AS A DEED BY
BERNARD MAURICE HOWARD
in the presence of:**

) *B M H*
)
)

.....
Witness Signature

Witness Name:

Address:

Occupation:

S A Atkinson LL.B. Solicitor
Solomon Taylor & Shaw
3 Coach House Yard
Hampstead High Street
London NW3 1QD
Tel: 020 7431 1912
Fax: 020 7794 7485
DX No: 144580 Hampstead 2
e-mail.scott@solis.co.uk

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

.....
R Alexander
Authorised Signatory



THE SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

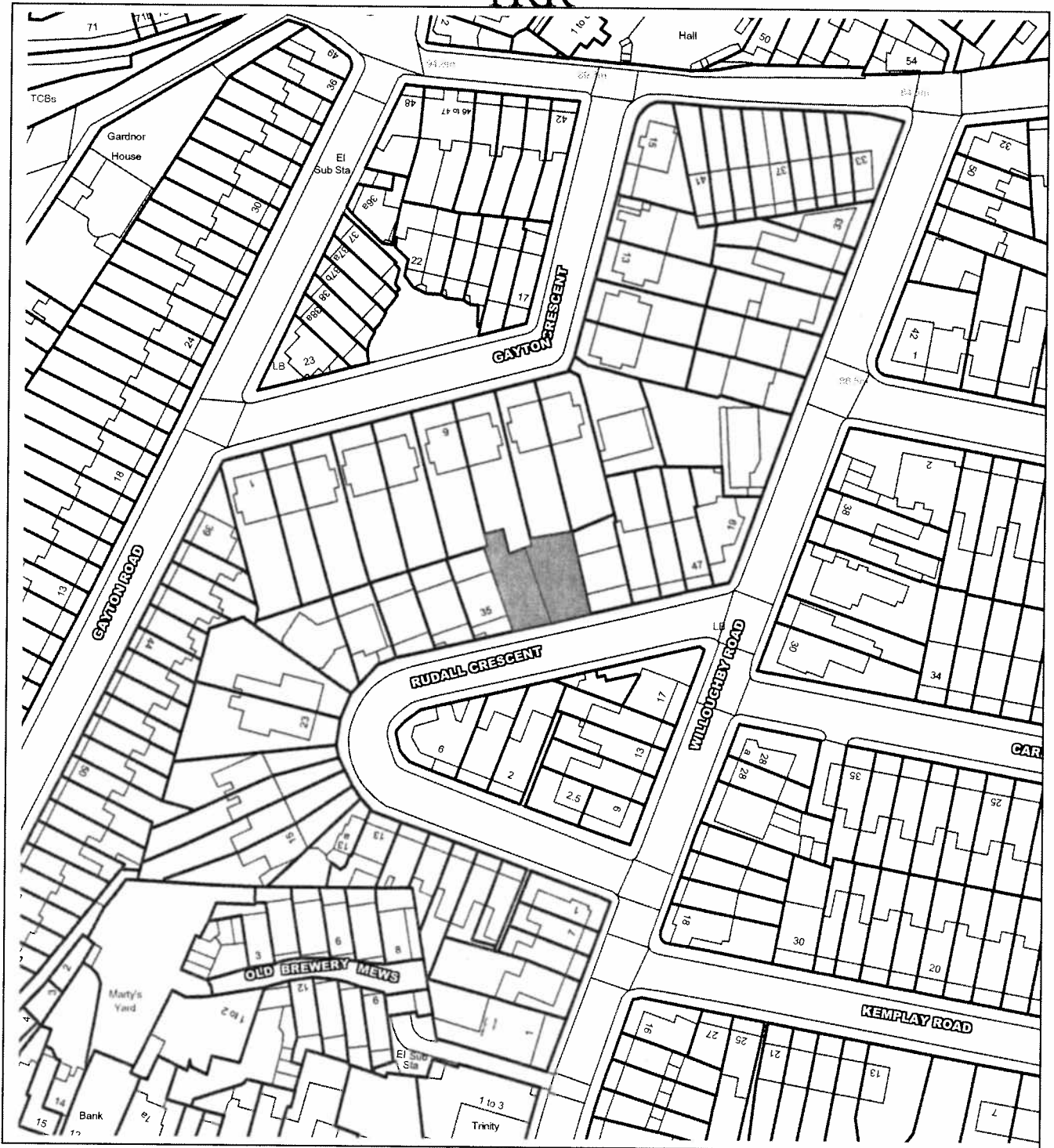
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors operating HGVs must meet all of the following conditions

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 1) All drivers must have undertake cycle awareness training through FORS or similar.
- 2) All vehicles must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have 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 (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The 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."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

37 & 39 Rudall Crescent, London, NW3 1RR



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Webb Architects Ltd
Studio B
7 Wellington Road
London
NW10 5LJTel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866planning@camden.gov.uk
www.camden.gov.uk/planningApplication Ref: **2013/0824/P**

27 January 2015

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:
37 & 39 Rudall Crescent
London
NW3 1RR

Proposal:

DECISION
Excavation to create new basement levels with front lightwells, conversion of garages to provide additional habitable space, extensions at rear ground floor level, replacement front boundary wall, alterations to front elevation and associated works to two dwellings (Class C3).

Drawing Nos: Letter from Webb Architects Limited, dated 24/09/2013; Non-Technical Summary of the evidence gathered against each stage of the BIA, by RKD Consultant Ltd, as received 01/11/2013; Letter from RKD Consultant Ltd, dated January 2014; TD 610 Mini Piling Rig specification, as submitted 03/02/2014; Letter from Webb Architects Limited dated 08/04/2014; Letter from RKD Consultant Ltd, dated 07/04/2014; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/06/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/11/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 13/05/2014; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/06/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/11/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 13/05/2014.

Site Location Plan 1083.01.00; 1083.01.01(E); 1083.01.02(C); 1083.01.03(C);
1083.01.04(B); 1083.02.01(B); 1083.02.02(A); 1083.02.03(B); 1083.02.04(B);
1083.02.05(A); 1083.02.06(A); 1083.03.02; 1083.03.03; 1083.03.05;

1083.01.21(G), as received 28/05/2013; 1083.01.22(F); 1083.01.23(F); 1083.01.24(F); 1083.01.25(D); 1083.01.41(F); 1083.02.11(G); 1083.02.12(D); 1083.02.13(D); 1083.02.14(E); 1083.02.15(E); 1083.02.16(A); 1083.03.11(E); 1083.03.12(B); 1083.03.13(C); 1083.03.15; 1083.04.12(C); 1083.04.13(A); 1168 49 P1; 1168 50 P2; 1168 51 P2; 1168 52 P2; 1168 111 P2; 1168 112 P3; 1168 201 P3; 1168 202 P3; 1168 101 P4; 1168 102 P4; 1168 103 P2; Design and Access Statement Rev 01 by Webb Architects Limited; 2011-1170-AT-101; 2011-1170-AT-102; Arboricultural Report 221019-PD-11a, by Tim Moya Associates, dated October 2012; Basement Impact Assessment Report Revision 1, by RKD Consultant Ltd, dated 30/01/2013; Geotechnical Desk Study Report Revision 0, by RKD Consultant Ltd, dated 21/09/2012; Geotechnical Interpretive Report Revision 0, by RKD Consultant Ltd, dated 21/11/2012; Ground Movement Assessment Report by RKD Consultant Limited, dated 29/01/2013; Letter from RSK Environment Ltd, dated 30/01/2013; Factual Geotechnical Report 371080-01 (00) by RSK Environment Ltd, dated November 2012; Planning Policy Compliance Assessment Report, by Bell Cornwall LLP, dated 07/02/2013; MJH 051 01; MJH 051 02; MJH 051 03; MJH 051 04; Note from Bell Cornwall LLP, as received 15/05/2013; Construction Management Plan 03 Revision 02, by Webb Architects Limited, as received 30/05/2013; Transport Note by TTP Consulting, dated May 2013; Temporary Drainage Slots SK-ALP, Rev P3, dated 28/06/2013; 1168 108 Rev P4; 1168 110 Rev P4; Basement Construction Sequence and Methodology Revision G, by Edge Structures, dated 05/07/2013; Response to GCG Review Question, by RKD Consultant Ltd, RSK Environmental Ltd and Edge Structures Ltd, as received 11/07/2013;

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality

design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

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

a) Details including sections at 1:10 of the external doors and gates on the front elevation;

b) Sample panel of replacement front boundary wall brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be erected on site.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) 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 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the commencement of any works on site, evidence in the form of a report and photographs demonstrating that tree protection measures have been implemented in accordance with the approved details within Arboricultural Report 221019-PD-11a, by Tim Moya Associates, dated October 2012, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 7 The flat roof external areas, hereby approved as part of the ground floor rear extensions, shall not be used as roof terraces and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise disturbance of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 8 The approved cycle storage facilities shall be implemented in accordance with the details hereby approved, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan 1083.01.00; 1083.01.01(E); 1083.01.02(C); 1083.01.03(C); 1083.01.04(B); 1083.02.01(B); 1083.02.02(A); 1083.02.03(B); 1083.02.04(B); 1083.02.05(A); 1083.02.06(A); 1083.03.02; 1083.03.03; 1083.03.05; 1083.01.21(G), as received 28/05/2013; 1083.01.22(F); 1083.01.23(F); 1083.01.24(F); 1083.01.25(D); 1083.01.41(F); 1083.02.11(G); 1083.02.12(D); 1083.02.13(D); 1083.02.14(E); 1083.02.15(E); 1083.02.16(A); 1083.03.11(E); 1083.03.12(B); 1083.03.13(C); 1083.03.15; 1083.04.12(C); 1083.04.13(A); 1168 49 P1; 1168 50 P2; 1168 51 P2; 1168 52 P2; 1168 111 P2;

1168 112 P3; 1168 201 P3; 1168 202 P3; 1168 101 P4; 1168 102 P4; 1168 103 P2; Design and Access Statement Rev 01 by Webb Architects Limited; 2011-1170-AT-101; 2011-1170-AT-102; Arboricultural Report 221019-PD-11a, by Tim Moya Associates, dated October 2012; Basement Impact Assessment Report Revision 1, by RKD Consultant Ltd, dated 30/01/2013; Geotechnical Desk Study Report Revision 0, by RKD Consultant Ltd, dated 21/09/2012; Geotechnical Interpretive Report Revision 0, by RKD Consultant Ltd, dated 21/11/2012; Ground Movement Assessment Report by RKD Consultant Limited, dated 29/01/2013; Letter from RSK Environment Ltd, dated 30/01/2013; Factual Geotechnical Report 371080-01 (00) by RSK Environment Ltd, dated November 2012; Planning Policy Compliance Assessment Report, by Bell Cornwall LLP, dated 07/02/2013; MJH 051 01; MJH 051 02; MJH 051 03; MJH 051 04; Note from Bell Cornwall LLP, as received 15/05/2013; Construction Management Plan 03 Revision 02, by Webb Architects Limited, as received 30/05/2013; Transport Note by TTP Consulting, dated May 2013; Temporary Drainage Slots SK-ALP, Rev P3, dated 28/06/2013; 1168 108 Rev P4; 1168 110 Rev P4; Basement Construction Sequence and Methodology Revision G, by Edge Structures, dated 05/07/2013; Response to GCG Review Question, by RKD Consultant Ltd, RSK Environmental Ltd and Edge Structures Ltd, as received 11/07/2013; Letter from Webb Architects Limited, dated 24/09/2013; Non-Technical Summary of the evidence gathered against each stage of the BIA, by RKD Consultant Ltd, as received 01/11/2013; Letter from RKD Consultant Ltd, dated January 2014; TD 610 Mini Piling Rig specification, as submitted 03/02/2014; Letter from Webb Architects Limited dated 08/04/2014; Letter from RKD Consultant Ltd, dated 07/04/2014; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/06/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 07/11/2013; Assessment of documentation submitted to support planning application 2013/0824/P by GCG dated 13/05/2014.

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

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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.

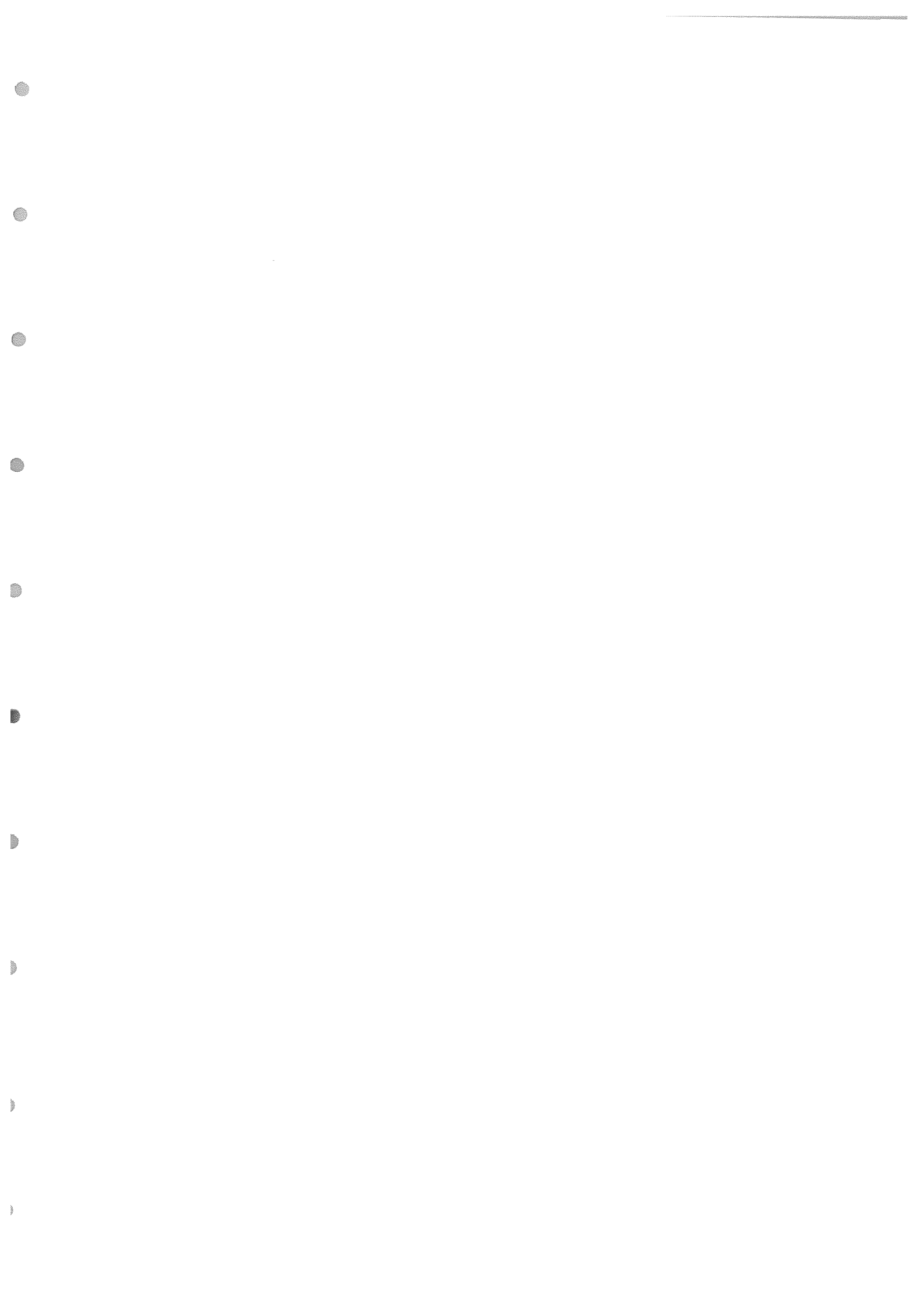
- 3 Should the 'plant room' hereby approved at basement floor level subsequently require an external extract, you are advised that prior to any plant becoming operational a separate planning application for full planning permission will be required. This will include the requirement for a full acoustic report to be carried out in order to demonstrate that such plant can operate without causing harm to amenity and not exceeding noise thresholds.
- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. 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.

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



DATED 04 February 2015

(1) BERNARD MAURICE HOWARD

and

(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
37 & 39 RUDALL CRESCENT, LONDON, NW3 1RR
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
Town Hall
Judd Street
London WC1H 9LP

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