

DATED

12 March

2015

(1) MAJESTY DEVELOPMENTS LTD

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

51-53 Agar Grove, London NW1 9UE

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

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

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CLS/COM/CJ/1685.2720
final



THIS AGREEMENT is made the 12 day of March 2015

BETWEEN:

1. **MAJESTY DEVELOPMENTS LTD** (Co. Regn. No. 08508498) whose registered office is at 6 Corunna Court, Corunna Road, Warwick CV34 5HQ (hereinafter called "the Owner")
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 437971 and LN31102.
- 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 10 June 2014 and the Council resolved to grant permission conditionally under reference number 2014/2833/P subject to the 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing 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
- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "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 the basement forming part of the Development and providing for a programme of detailed mitigation 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 the Basement Impact Assessment by Webb Yates Engineers Ref J1879-Doc-03 Rev X6 dated 28/10/2014

- (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 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 on 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 six months of the start of bulk excavations from the Property; and
- (vii) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any

delay in the completion of the basement forming part of the Development

- (viii) details of the appointment of a suitably qualified chartered engineer with membership of the appropriate professional body to be approved by the Council and to be appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure 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 for the duration of the construction works;
- (ix) analysis confirming agreement by the engineer appointed under (viii) of the methodologies to be employed by the engineer appointed to carry out the works including but not limited to the points raised in clause 2.3 to be submitted on or prior to the Implementation Date

2.5 "Certificate of Practical Completion"

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

2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and 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 demolition of the Existing Buildings or 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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);

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

2.7 "the Construction Phase

the whole period between

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

and for the avoidance of doubt includes the demolition of the existing buildings

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 basement and 4-storey pair of buildings fronting Agar Grove and a basement and 3-storey building fronting St Paul's Crescent, to create 8 (3x1, 3x2 and 2x3-bed) residential units (Class C3) and associated works, following demolition of remaining parts of 51 & 53 Agar Grove (nil use) as shown on drawing numbers A5; A10; A20 Rev A; A21 Rev A; A22 Rev A; A23 Rev A; A24 Rev A; A30 Rev A; A31 Rev A;

A32 Rev A; A35 Rev A; A36 Rev A; A40 Existing Ground Floor Plan; A41 Rev A; A42; A43 Rev A; A50; A90 Rev A; A100 Rev C; A101 Rev E; A102 Rev E; A103 Rev D; A104 Rev D; A105 Rev D; A110 Rev C; A200 Rev D; A201 Rev D; A202 Rev D; A300 Rev D; A301 Rev E; A302 Rev D; A303 Rev D; A304 Rev D; A305 Rev D; A306 Rev D; A307; A400 Rev D; A401 Rev D; A402 Rev D; A403 Rev D; A404 Rev D; A405 Rev D; A410 Rev D; A411 Rev D; A500; A501; Design and Access Statement by Dmfk; Planning and Heritage Statement by NLP dated April 2014; Arboricultural Impact Assessment by ACD Arboriculture Ref PRI18839aia dated 10/04/2014; Tree Report by ACD Arboriculture Ref PRI18839tr dated 08/01/2014; Code for Sustainable Homes Pre-Assessment by hurleypalmerflatt Ref WED07348 Issue 4 dated 05/06/2014; Energy Strategy by hurleypalmerflatt Ref WED07348 Issue 1 dated 06/06/2014; Planning Compliance Report by KP Acoustics Ltd Ref 11241.PCR.01 dated 04/06/2014; Daylight, Sunlight and Shadow Assessment by NLP Ref 13545/IR/BK dated April 2014; Construction Management Plan by 3PM Rev 0 dated 17/04/2014; Basement Impact Assessment by Webb Yates Engineers Ref J1879-Doc-03 Rev X6 dated 28/10/2014 including Appendices A to J; Statement of Community Involvement by Four, dated April 2014; Letter from NLP ref 13545/IR/BK/7939104v1 comprising a Daylight & Sunlight Addendum Report and Appendices dated 01/12/2014; Appendices 1-5 ID13545-002, Independent Review of Basement Impact Assessment for planning application

2.10 "the Education Contribution"

the sum of £19,283 (nineteen thousand two hundred and eighty three pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.11 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the energy strategy dated June 2014 (reference WED07348) and the code for sustainable homes pre-assessment dated June 2014 (reference WED07348);
- (b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 35% in regulated carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-Implementation review 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 are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) 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

- (h) 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

2.12 "the Highways Contribution"

the sum of £25,000 (twenty 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 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 repaving the footway surrounding the Property ("the Highway Works") 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

2.13 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act but excluding decontamination works (if any) archaeological and other investigations, site clearance, construction of temporary access, and the erection of fences and hoardings and references to "Implementation" and "Implement" shall be construed accordingly

2.14 "the Level Plans"

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

- 2.15 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.16 "the Parties" mean the Council and the Owner
- 2.17 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10 June 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/2833/P subject to conclusion of this Agreement
- 2.18 "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
- 2.19 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.20 "the Property" the land known as 51-53 Agar Grove London NW1 9UE the same as shown shaded grey on the plan annexed hereto
- 2.21 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.22 "the Public Open Space Contribution" the sum of £10,997 (ten thousand nine hundred and ninety 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 the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.23 "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

2.24 "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

2.25 "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 based which shall include:-

(a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy

the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

- (c) 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

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 PROVIDED THAT no planning obligations contained in this deed shall be binding on any land held by any statutory utilities for their operational purposes
- 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, and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 **CAR FREE**

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

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall 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 4.1 of this Agreement.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or 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 such approval not to be unreasonably withheld or delayed.
- 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 forthwith take any steps required to remedy such non-compliance.

4.3 BASEMENT CONSTRUCTION PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Basement Construction Plan.
- 4.3.2 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 such approval not to be unreasonably withheld or delayed.

4.3.3 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.

4.3.4 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.

4.4 HIGHWAYS CONTRIBUTION

4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

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

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

4.4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.4.6 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.

4.4.7 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.

4.4.8 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of receipt of a written request for the same pay to the Owner the overpaid amount.

4.4.9 The Council shall use reasonable endeavours to carry out the Highway Works soon after completion of the Development and in any event within five years of Completion of the Development.

4.4.10 If within five years of Completion of the Development the Council has not used the full Highways Contribution to carry out the Highway Works then, within 28 days upon receipt of a written request from the Owner for the same, the Council shall refund to the Owner the sum of the Highways Contribution or any unused part thereof.

4.5 PUBLIC OPEN SPACE CONTRIBUTION

4.5.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.6 EDUCATION CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

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

4.7 SUSTAINABILITY PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.7.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.7.4 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.

4.8 ENERGY EFFICIENCY PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property. For the avoidance of doubt, such approval does not need to be in the form of a written certificate of compliance as set out in Clause 5.5.

4.8.4 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.

4.9 SUBSEQUENT DEVELOPMENT AFFORDABLE HOUSING ASSESSMENT

4.9.1 If at any time after the date of this Agreement:-

- (a) any planning permission is granted for the further development of the Property which gives consent for the development of residential units or additional floorspace for residential purposes;
- (b) any floorspace is created on the Property for residential purposes; and/or
- (c) any residential units are created within the Property

which in addition to the Development takes the number of residential units and/or increases the residential floorspace to a level whereby Affordable Housing is required, then the Owner shall enter into a s106 agreement with the Council to secure the following:-

4.9.2 That an appropriate percentage of the residential units created under clause 4.9.1 are provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution) such percentage to be applied to the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.9.1 hereof.

4.9.3 Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.9.1 of this Agreement until such time as the additional residential floorspace has been provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution).

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 2014/2833/P the date upon which the Development will be 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 reasonable and proper 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 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 the Planning Permission reference 2014/2833/P. Where practicable, such submission shall also be made in electronic format to the following email address: PlanningObligations@camden.gov.uk.
- 5.7 Upon receipt of a written request by the Owner to the Council for the same the Council will confirm through the Council's Monitoring Officer the discharge of any obligations set out in this agreement to the Owners at no cost.

- 5.8 Payment of the financial contribution pursuant to Clauses 4.2, 4.3 and 4.4 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 Planning Reference 2014/2833/P 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.
- 5.9 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.
- 5.10 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

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

- 5.11 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, 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 2014/2833/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 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.
- 6.5 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.
- 6.6 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.

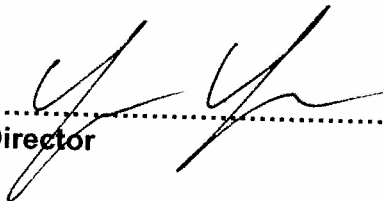
6.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

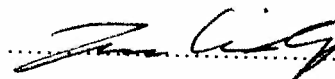
7. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
MAJESTY DEVELOPMENTS LTD)
acting by a Director in the presence of)

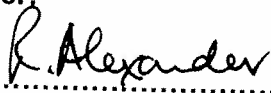

.....
Director

Signature: 

Name: JANG LINDOP

Address: Collyer Bristow LLP
4 Bedford Row
London WC1R 4TF
.....

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


.....

Authorised Signatory



THE FIRST 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.

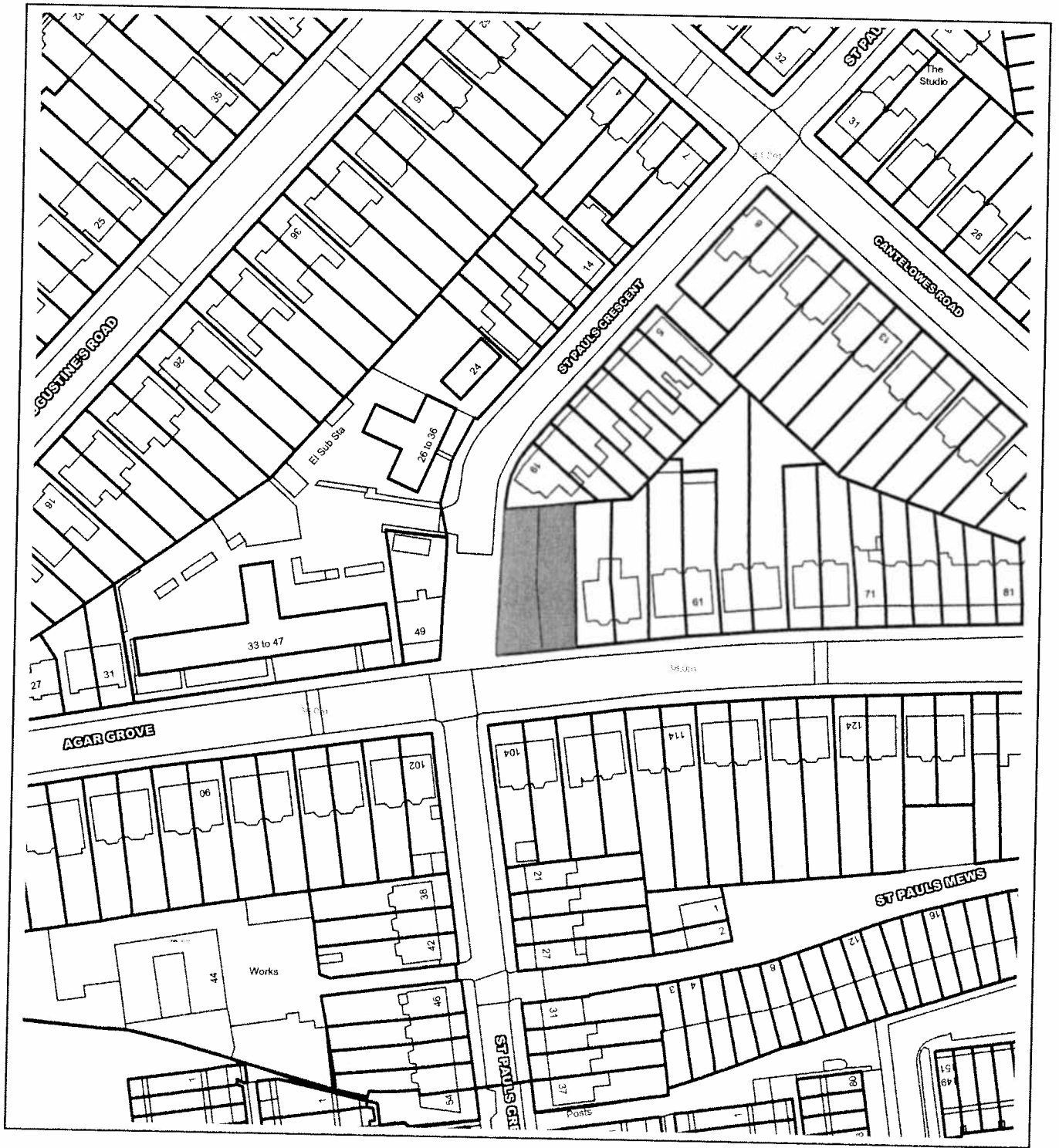
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety 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 and sub-contractors operating large vehicles over 3.5 tonnes 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.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development 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

51 – 53 Agar Grove, London NW1 9UE





Nathaniel Lichfield & Partners
14 Regent's Wharf
All Saints Street
London
N1 9RLApplication Ref: **2014/2833/P**

04 March 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:
51-53 Agar Grove
London
NW1 9UE

Proposal:

DECISION
Erection of a basement and 4-storey pair of buildings fronting Agar Grove and a basement and 3-storey building fronting St Paul's Crescent, to create 8 (3x1, 3x2 and 2x3-bed) residential units (Class C3) and associated works, following demolition of remaining parts of 51 & 53 Agar Grove (nil use)

Drawing Nos: A5; A10; A20 Rev A; A21 Rev A; A22 Rev A; A23 Rev A; A24 Rev A; A30 Rev A; A31 Rev A; A32 Rev A; A35 Rev A; A36 Rev A; A40 Existing Ground Floor Plan; A41 Rev A; A42; A43 Rev A; A50; A90 Rev A; A100 Rev C; A101 Rev E; A102 Rev E; A103 Rev D; A104 Rev D; A105 Rev D; A110 Rev C; A200 Rev D; A201 Rev D; A202 Rev D; A300 Rev D; A301 Rev E; A302 Rev D; A303 Rev D; A304 Rev D; A305 Rev D; A306 Rev D; A307; A400 Rev D; A401 Rev D; A402 Rev D; A403 Rev D; A404 Rev D; A405 Rev D; A410 Rev D; A411 Rev D; A500; A501; Design and Access Statement by Dmfk; Planning and Heritage Statement by NLP dated April 2014; Arboricultural Impact Assessment by ACD Arboriculture Ref PRI18839aia dated 10/04/2014; Tree Report by ACD Arboriculture Ref PRI18839tr dated 08/01/2014; Code for Sustainable Homes Pre-Assessment by hurleypalmerflatt Ref WED07348 Issue 4 dated 05/06/2014; Energy Strategy by hurleypalmerflatt Ref WED07348 Issue 1 dated 06/06/2014; Planning Compliance Report by KP Acoustics Ltd Ref 11241.PCR.01 dated 04/06/2014; Daylight, Sunlight and Shadow Assessment by NLP Ref 13545/IR/BK dated April 2014; Construction Management Plan by 3PM Rev 0 dated 17/04/2014; Basement Impact Assessment by Webb Yates Engineers Ref J1879-Doc-03 Rev X6 dated 28/10/2014 including Appendices

A to J; Statement of Community Involvement by Four, dated April 2014; Letter from NLP ref 13545/IR/BK/7939104v1 comprising a Daylight & Sunlight Addendum Report and Appendices dated 01/12/2014; Appendices 1-5 ID13545-002, Independent Review of Basement Impact Assessment for planning application 2014/2833/P UPDATED by LBH Wembley Ref LBH4268 Ver 3.0 dated 10/11/14, Tree Reference Plan by ACD dated 08/01/2014

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 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 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 No development shall take place until full scale sample panel showing the materials to be used in the construction of the external surfaces of the development hereby permitted have been erected on-site for approval by the Council. The sample panels of all facing materials should include facing brick, stone and metal work demonstrating the proposed colour, texture, face-bond and pointing, as well as the glazing, lintels and timber joinery.

The development shall be carried out in full and strict accordance with the approved materials. The sample panel shall be retained on site until the work has been completed.

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

and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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

a) Typical details of new railings at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth.

b) Plan, elevation and section drawings of all new doors and windows including jambs, head and cill at a scale of 1:10

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

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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out in relation to the single dwellinghouse hereby approved fronting onto St Paul's Crescent without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Only the areas specifically shown on the plans hereby approved as external terraces/balconies shall be used for such purposes; and no other flat roofed areas shall be used as a roof terrace/balcony, 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 and disturbance of the neighbouring premises in accordance with the requirement of 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.

- 7 Prior to the first occupation of any residential unit, full details (elevations, sections, details of material and specifications) of the measures to prevent unreasonable overlooking of neighbouring premises from external terraces shall be submitted to and approved in writing by the local planning authority. The measures subsequently approved shall be fully implemented in advance of the first occupation of the relevant residential unit and shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of 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.

- 8 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 three mature replacement trees (to mitigate the loss of three trees subject to a tree preservation order at the site) and 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 policies CS14 and CS15 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.

- 9 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 or any phase of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, 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 policies CS14 and CS15 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 Details of the proposed bird and insect boxes / bricks shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of the new dwelling fronting onto St Paul's Crescent. The details shall include the exact location, specification and design. The approved boxes / bricks shall be installed with the development prior to the first occupation of the building. The boxes / bricks shall be installed strictly in accordance with the details so approved, and 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 Core Strategy.

- 11 All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

Reason: To ensure the development contributes towards the protection of any existing habitats and valuable areas for biodiversity in accordance with policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 12 Prior to the first occupation of the building fronting onto St Paul's Crescent a plan showing details of a green or brown roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green or brown roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green or brown roof shall be fully provided in accordance with the approved details prior to first occupation of the new dwelling fronting onto St Paul's Crescent and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that a green or brown roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally 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.

- 14 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 buildings 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.

- 15 The approved cycle storage facilities providing 15 spaces shall be provided in their entirety prior to the first occupation of any of the residential units, and 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 policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 16 The waste and recyclables storage and removal facilities hereby approved shall be provided prior to the first occupation of any residential unit and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 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.

- 17 The development hereby permitted shall be carried out in accordance with the following approved plans: A5; A10; A20 Rev A; A21 Rev A; A22 Rev A; A23 Rev A; A24 Rev A; A30 Rev A; A31 Rev A; A32 Rev A; A35 Rev A; A36 Rev A; A40 Existing Ground Floor Plan; A41 Rev A; A42; A43 Rev A; A50; A90; A100 Rev C; A101 Rev E; A102 Rev E; A103 Rev D; A104 Rev D; A105 Rev D; A110 Rev C; A200 Rev D; A201 Rev D; A202 Rev D; A300 Rev D; A301 Rev E; A302 Rev D; A303 Rev D; A304 Rev D; A305 Rev D; A306 Rev D; A307; A400 Rev D; A401 Rev D; A402 Rev D; A403 Rev D; A404 Rev D; A405 Rev D; A410 Rev D; A411 Rev D; A500; A501; Design and Access Statement by Dmfk; Planning and Heritage Statement by NLP dated April 2014; Arboricultural Impact Assessment by ACD Arboriculture Ref PRI18839aia dated 10/04/2014; Tree Report by ACD Arboriculture Ref PRI18839tr dated 08/01/2014; Code for Sustainable Homes Pre-Assessment by hurleypalmerflatt Ref WED07348 Issue 4 dated 05/06/2014; Energy Strategy by hurleypalmerflatt Ref WED07348 Issue 1 dated 06/06/2014; Planning Compliance Report by KP Acoustics Ltd Ref 11241.PCR.01 dated 04/06/2014; Daylight, Sunlight and Shadow

Assessment by NLP Ref 13545/IR/BK dated April 2014; Construction Management Plan by 3PM Rev 0 dated 17/04/2014; Basement Impact Assessment by Webb Yates Engineers Ref J1879-Doc-03 Rev X6 dated 28/10/2014; Statement of Community Involvement by Four, dated April 2014; Letter from NLP ref 13545/IR/BK/7939104v1 dated 01/12/2014; Appendices 1-5 ID13545-002; Independent Review of Basement Impact Assessment for planning application 2014/2833/P UPDATED by LBH Wembley Ref LBH4268 Ver 3.0 dated 10/11/14.

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 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 be 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 The pedestrianised space between Agar Grove and St Paul's Crescent, comprising hardstanding and two rows of mixed deciduous street trees, is outside of the ownership of the applicant. For the avoidance of doubt, any landscaping upgrading works shown/intimated within the submission and outside of the red line of the application site are not approved.
- 5 Active bird nests are protected under Part 1 of the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests could be present within the site during peak nesting season, considered by Natural England as between 1 March and 31 July. It should be noted that active nests are afforded legal protection at all times and can be encountered throughout a nesting season which may extend between mid February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests are absent. For further information contact Natural England on 0845 600 3078.
- 6 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.
- 7 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.
- 8 With regard to condition no. 14 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 9 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or

Environment Department (Street Naming & Numbering) Camden Town Hall,
Argyle Street, WC1H 8EQ.

- 10 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.
- 11 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 12 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.

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

12 March

2015

(1) MAJESTY DEVELOPMENTS LTD

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

51-53 Agar Grove, London NW1 9UE

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

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/CJ/1685.2720
final