

DATED

24 March

2015

(1) DANIEL MAURICE WAGNER

and

(2) HSBC PRIVATE BANK (UK) LIMITED

and

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

A G R E E M E N T

relating to land known as
Flat 1 15 Wedderburn Road, Hampstead, London NW3 5QS
pursuant to Section 106 of the Town and Country Planning

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
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CLS/COM/ESA/1685.2758
FINAL

THIS AGREEMENT is made the 24th day of March 2015

B E T W E E N:

- i. **DANIEL MAURICE WAGNER** of 15 Wedderburn Road, London NW3 5QR (hereinafter called "the Owner") of the first part
- ii. **HSBC PRIVATE BANK (UK) LIMITED** (Co. Regn. No. 499482) of 78 St James's Street London SW1A 1JB (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL193443 and NGL628919 subject to a charge to the Mortgagees.
- 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 19 November 2013 and the Council resolved to grant permission conditionally under reference number 2013/7182/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL628919 and dated 27 April 2012 is willing to enter into this Agreement to give its consent to the same.

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 in consultation with English Heritage 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 the Site Investigation and Basement Impact Assessment Report dated October 2013
 - (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 the detailed design drawings referred to in (iv) above;
- (vi) phasing plan demonstrating that the lower ground floor and basement forming part of the Development shall be completed within six months of the start of bulk excavations from the Property;

- (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 completion of the basement forming part of the Development; and
- (viii) details of a suitably qualified chartered engineer/s with membership of the appropriate professional body who has been appointed to inspect, approve, monitor and supervise both permanent and temporary basement construction works throughout their duration to ensure compliance with the design together with the provision of the details of the appointment and the appointee's responsibilities any subsequent change or reappointment shall be confirmed forthwith and approved by the Council for the duration of the construction works

2.4 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor 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 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) 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

2.6 "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

2.7 "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 of a new basement under footprint of existing building and part of front and rear gardens Infill of existing front lightwell to accommodate two car parking spaces, erection of single storey rear extension with terrace above at lower ground floor following demolition of garage, front lightwell, side conservatory and rear extension. Replacement front gate and new vehicular access gate and ramp, alterations to fenestration and associated external alterations (all works in connection with existing lower and upper ground flat (Class C3)) as shown on

drawing numbers: - 100 P1; 101 P2; 103 P2; 104 P2; 105 P2; 106 P2; 111 P3; 112 P3; 113 P3; 114 P2; 115 P2; 116 P2; 121 P1; 200 P1; 201 P1; 210 P2; 211 P1; 300 P1; 301 P1; 302 P1; 303 P1; 304 P1; 305 P1; 310 P1; 311 P1; 312 P1; 313 P1; 314 P1; 315 P1; Site Investigation and Basement Impact Report (October 2013); Construction Method Statement Rev B (March 2014); Ground Movement Analysis (9th May 2014); Tree Survey Assessment (October 2013)

2.9 "Flat 2"

Flat 2 15 Wedderburn Road Hampstead London NW3 5QS

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 "Occupation Date"

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

2.12 "the Parties"

mean the Council the Owner and the Mortgagees

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 19 November 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/7182/P subject to conclusion of this Agreement

2.14 "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

2.15 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.16 "the Property"

the land known as Flat 1 15 Wedderburn Road, Hampstead, London NW3 5QS the same as shown shaded grey on the plan annexed hereto

2.17 "the Relocation Plan"

a plan setting out the details of the relocation of the occupant of Flat 2 to temporarily re-house during the excavation and Construction Phase of the Development this is to include (but not be limited to) the following details:-

(a) inclusion of a suitable mutually acceptable location acceptable to the occupant of Flat 2 and standard of accommodation that is no further than 1one mile from the Development (unless otherwise agreed in writing by the occupant of Flat 2)

(b) a mechanism to ensure payment of any relocation costs of the occupant of Flat 2 including moving of services and removal fees

3. 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 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.
- 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 **RELOCATION PLAN**

4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Relocation Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Relocation Plan as demonstrated by written notice to that effect.

4.3.3 On or prior to Occupation of the Development to confirm to the Council in writing that Flat 2 is suitable for occupation.

4.3.4 Not to Occupy or permit Occupation until such time as the Council confirms in writing that it agrees that Flat 2 is suitable for occupation.

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 Planning Permission 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 the Planning Permission reference 2013/7182/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 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 the Planning Permission reference 2013/7182/P.
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 Permission reference number 2013/7182/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the First and Second Mortgagee 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.


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 and Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
DANIEL MAURICE WAGNER
in the presence of:**




.....
Witness Signature

Witness Name KELLY FRANKLIN

Address FLAT 3 PARK CENTRAL, LONDON, E3 2US

Occupation EXEC ASSISTANT.

**EXECUTED as a Deed
By HSBC PRIVATE BANK (UK) LIMITED
by ADAM JAMES BROOKES
in the presence of:-**



JAMES LEWIS STEWART-JONES

HSBC Private Bank (UK) Limited
15th Floor, 79 St. Paul's Street
London
E3 2US
16
BANK OFFICIAL

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO FLAT 1 15
WEDDERBURN ROAD, HAMPSTEAD, LONDON NW3 5QS

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

..... *R. Alexander*

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

NORTHGATE SE GIS Print Template



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Savills
33 Margaret Street
London
W1G 0JDApplication Ref: **2013/7182/P**

28 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 AGREEMENTAddress:
Flat 1,
15 Wedderburn Road
London
NW3 5QS

Proposal:

DECISION

Extension of existing lower ground level and excavation of new basement level beneath; demolition of double garage and replacement with new single storey side extension; remodelling of front vehicular entrance with new front gate and vehicle access ramp to lower ground level; rebuilding of rear lower ground floor extension with terrace above; removal of side conservatory and minor alterations to the treatment of the north, west and south elevations all in connection with existing lower and upper ground floor flat.

Drawing Nos: 100 P1; 101 P2; 103 P2; 104 P2; 105 P2; 106 P2; 111 P3; 112 P3; 113 P3; 114 P2; 115 P2; 116 P2; 121 P1; 200 P1; 201 P1; 210 P2; 211 P1; 300 P1; 301 P1; 302 P1; 303 P1; 304 P1; 305 P1; 310 P1; 311 P1; 312 P1; 313 P1; 314 P1; 315 P1; Site Investigation and Basement Impact Report (October 2013); Construction Method Statement Rev B (March 2014); Ground Movement Analysis (9th May 2014); Tree Survey Assessment (October 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 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 100 P1; 101 P2; 103 P2; 104 P2; 105 P2; 106 P2; 111 P3; 112 P3; 113 P3; 114 P2; 115 P2; 116 P2; 121 P1; 200 P1; 201 P1; 210 P2; 211 P1; 300 P1; 301 P1; 302 P1; 303 P1; 304 P1; 305 P1; 310 P1; 311 P1; 312 P1; 313 P1; 314 P1; 315 P1; Site Investigation and Basement Impact Report (October 2013); Construction Method Statement Rev B (March 2014); Ground Movement Analysis (9th May 2014); Tree Survey Assessment (October 2013)

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

- 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 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.

- 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 or any phase of the development] [, prior to the occupation for the permitted use of the development or any phase of the development], whichever is the sooner. 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 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.

- 6 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority before any works on site are commenced. 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 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 of the London Borough of Camden Local Development Framework Core Strategy.

- 8 Within 3 months of the removal of the trees as approved on site, the following shall be planted along the length of the south west perimeter of the site:

1x Malus "Evereste" 18-20cm girth
1x Prunus sargentii 18-20cm girth
1x Sorbus aucuparia 18-20cm girth
1x Acer campestre 18-20cm girth

The ground should be prepared to the standards set out in BS5236:1975. The tree should be suitably staked and tied.

Reason: In order to comply with the provisions of Section 206 of the Town and Country Planning Act 1990 (as amended).

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 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

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

DRAFT

DECISION





DATED

24 March

2015

(1) DANIEL MAURICE WAGNER

and

(2) HSBC PRIVATE BANK (UK) LIMITED

and

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

A G R E E M E N T

relating to land known as

Flat 1 15 Wedderburn Road, Hampstead, London NW3 5QS
pursuant to Section 106 of the Town and Country Planning

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

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Fax: 020 7974 2962

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