

DATED

1 August

2016

**(1) JETTY PROPERTIES LIMITED**

and

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

**A G R E E M E N T**  
relating to land known as  
**49 FITZJOHN'S AVENUE LONDON NW3 6PG**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

1781.523



THIS AGREEMENT is made the 1 day of August 2016

**BETWEEN:**

- i. **JETTY PROPERTIES LIMITED** (incorporated in British Virgin Islands) care of Mossack Fonseca & Co, Akara Bldg, 24 De Castro Street, Wickham Cay Iroad Town, Tortola, British Virgin Islands and care of JD Law LLP, Fourth Floor, Thavies Inn House, 3-4 Holborn Circus, London EC1N 2HA (**"the Owner"**)
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (**"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 Number 29343.
- 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 15 October 2015 and the Council resolved to grant permission conditionally under reference number 2015/5379/P subject to conclusion of this Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to section 278 of the Highways Act to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and to section 278 of the Highways Act.

## 2 DEFINITIONS

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

- 2.1 **"the Act"** the Town and Country Planning Act 1990 (as amended)
- 2.2 **"the Agreement"** this deed made pursuant to section 106 of the Act and section 278 of the Highways Act
- 2.3 **"the Certificate of Practical Completion"** the certificate issued by the Owner's contractor architect or project manager certifying that the Development is Practically Complete
- 2.4 **"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 and in the form of the Council's Pro Forma Construction Management Plan as set out in the Schedule hereto 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) proposals to ensure there are no adverse effects on the Conservation Area features
- (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

2.5 **"the Construction Management Plan Implementation Support Contribution"**

the sum of £1,140.00 (one thousand one hundred and forty 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 review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

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"**

conversion of single family dwellinghouse to create 6 no. self-contained flats (2no. 2-bed, 2 no. 3-bed and 2no. 4-bed); the erection of a 3 storey rear extension; and associated alterations as shown on drawing numbers 892/01; 892/02; 892/03; 892/50; 892/51; 892/52; 892/53; 892/54;

892/60; 892/61; Design & Access Statement (dated August 2015); Lifetime Homes Assessment (dated August 2015); BREEAM Pre-Assessment; Energy Statement (dated April 2014); SAP Worksheets (Flats 1-6); Basement Impact Assessment (dated 21/07/2015); Basement Impact Assessment: Land Stability (dated July 2015); Basement Impact Assessment: Groundwater (dated 16/07/2015); Ground Investigation Report (dated September 2014); Heritage Statement (dated September 2015)

2.9 **"Existing Building"**

the single storey side extension of 49 Fitzjohn's Avenue London NW3 6PG

2.10 **"the Highways Act"**

the Highways Act 1980 (as amended)

2.11 **"the Highways Contribution"**

the sum of £7,900.00 (seven thousand nine hundred 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 of the Highway Works and for no other purpose

2.12 **"the Highways Works"**

works to the Public Highway and associated measures in the immediate vicinity of the Property and as are reasonably and properly required by the Council due to damage caused during and as a result of the Construction Phase of the development to make good such damage such works to include the following

- (a) repave the footway including any vehicular crossovers directly adjacent to the site;
- (b) any other works the Council acting reasonably considers necessary as a direct result of damage caused during the Construction Phase of the Development

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 pursuant to the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act save for operations consisting of archaeological investigations, investigations for the purpose of assessing ground conditions and remedial works in respect of any contamination 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 15 October 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5379/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 section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.19 **“the Planning Permission”**

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

2.20 **“Practical Completion”**

the completion of works in relation to the Construction of the Development that enables the Development to be practically used for the purpose for which planning permission has been granted save for any minor defects and **“Practically Complete”** and **“Practically Completed”** shall be construed accordingly

2.22 **“the Property”**

the land known as 49 Fitzjohn’s Avenue London NW3 6PG registered at the Land Registry under

title 29343 the same as shown shaded grey on the plan annexed hereto

**2.23 "the Public Highway"**

any carriageway footway and/or verge immediately adjoining the Property maintainable at public expense

**2.24 "Residential Unit"**

any of the six new residential units forming part of the Development as described in the documents submitted with the Planning Application

**2.25 "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

**2.26 "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

**2.27 "the Sustainability Plan"**

a plan including a BREEAM Pre-Assessment, a BREEAM Design Stage Assessment, a BREEAM Pre-Implementation Review and a BREEAM Post-Construction Review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent maintenance management and occupation which shall:-

- a) achieve the targets set out in the submission document entitled BREEAM Pre-Assessment and submitted with the

Planning Application ("**the BREEAM Pre-Assessment**")

- b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories ("**BREEAM Design-Stage Assessment**");
- c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the BREEAM Pre-Assessment and BREEAM Design-Stage Assessment are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its development plan ("**BREEAM Pre-Implementation review**");
- d) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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; and

- e) 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

2.28 "**Working Day**"

a day other than a Sunday or Public Holiday in England and Wales when banks in London are open for business

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. This Agreement is also made in pursuance of Section 278 of the Highways Act.
- 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 of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, ~~5, 6 and 7~~ <sup>5, 6 and 7</sup> ~~0, 5 and 6~~ hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

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

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

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

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1. **CAR CAPPED**

- 4.1.1. The Owner hereby covenants with the Council to ensure that prior to occupying any Residential Unit each new resident of the Residential Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2. The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain for the life of the Development.
- 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 4.1.1 of this Agreement.

#### 4.2. **CONSTRUCTION MANAGEMENT PLAN**

##### 4.2.1. On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to 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:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) 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.

##### 4.1.1 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. **HIGHWAYS CONTRIBUTION AND WORKS**

##### 4.3.1. On or prior to the Implementation Date to:-

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

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

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

- 4.3.3. For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.
- 4.3.4. Within seven days following Practical Completion the Owner shall submit to the Planning Obligations Monitoring Officer a Certificate of Practical Completion in the manner outlined at Clause 6.1 hereof quoting the Planning Permission reference 2015/4510/P.
- 4.3.5. On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Highways Certified Sum") reasonably expended by the Council in carrying out the Highway Works.
- 4.3.6. If the Highways Certified Sum:-
- (i) exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess;
  - (ii) is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate repay to the Owner the difference between the Highways Certified Sum and the Highways Contribution.
- 4.3.7. Any part of the Highways Contribution which has not been reasonably expended by the Council in carrying out the Highway Works by the date 10 years from the date of Occupation shall be repaid by the Council to the Owner within fourteen days of receipt of written request from the Owner

#### 4.4. **SUSTAINABILITY PLAN**

- 4.4.1. On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2. Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

4.4.3. 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 confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.

4.4.4. 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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

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

5.2 Within seven days following Practical 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 2015/5379/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. **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 2015/5379/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 and addressed to the Owner at the aforementioned address
- 6.2 This Agreement shall be registered by the Council as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor its 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 (either in its entirety or in such part as relevant) but without prejudice to liability for any breach committed prior to the time it disposed of its relevant 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.

6. **RIGHTS OF THIRD PARTIES**

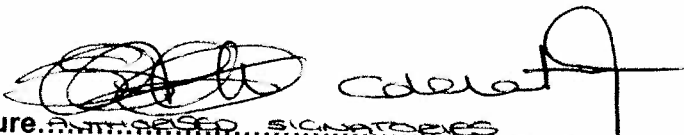
6.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

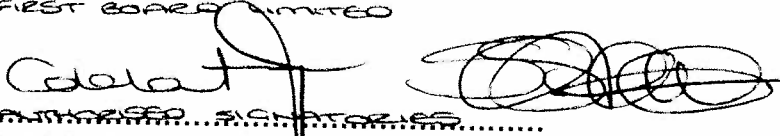
7. **JURISDICTION**

7.1 This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

EXECUTED AS A DEED BY )  
JETTY PROPERTIES LIMITED )  
a company incorporated in )  
British Virgin Islands )  
By SAMANTRA STEVENSON )  
And CLAIRE DE LA HAYE )  
being persons who, in )  
accordance with the laws of that )  
territory, are acting under )  
the authority of the company )

  
Signature..... AUTHORIZED SIGNATORIES.....  
FIRST BOARD LIMITED

  
Signature..... AUTHORIZED SIGNATORIES.....  
SECOND BOARD LIMITED

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



.....  
Authorized Signatory

**THE SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

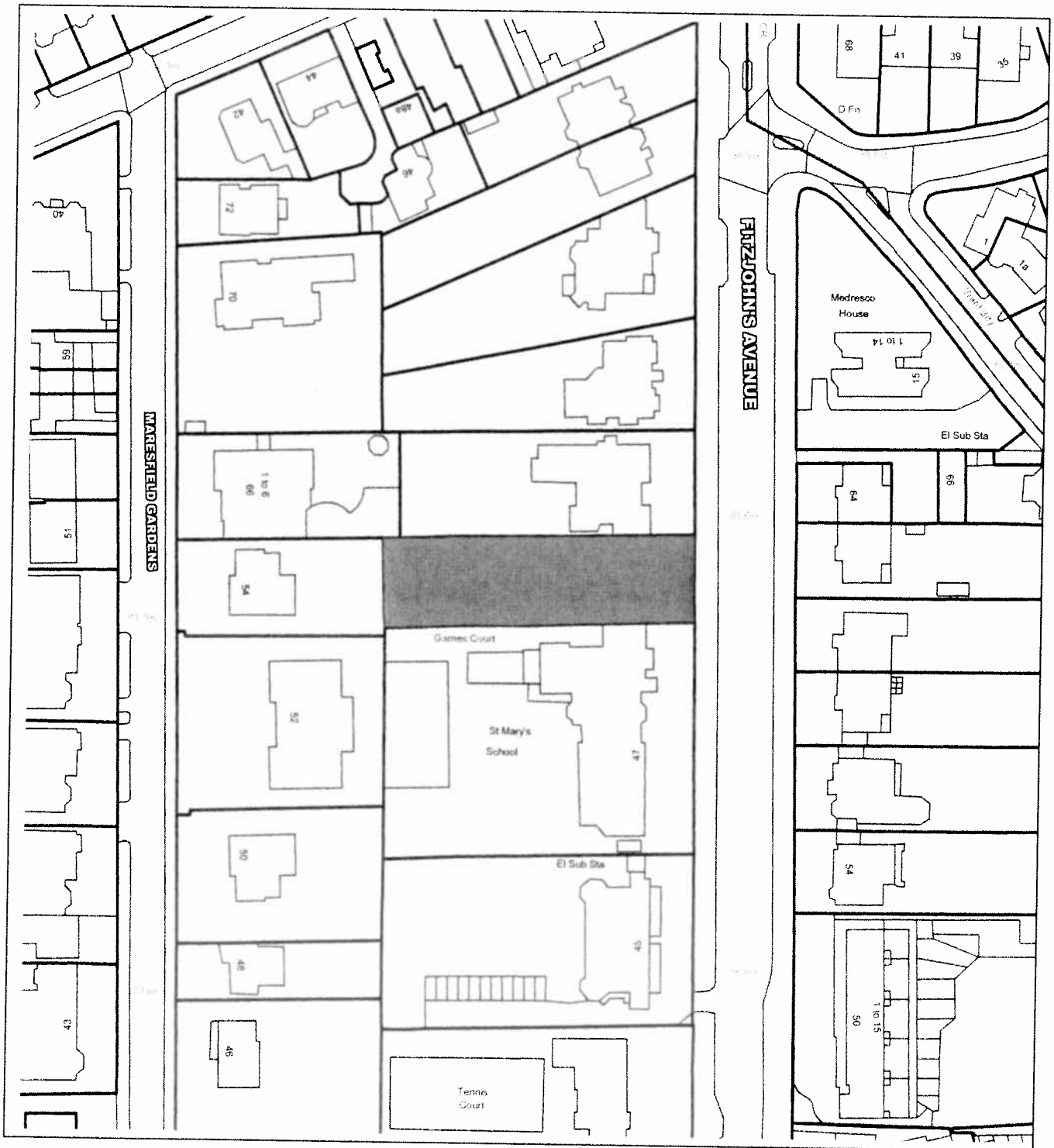
The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

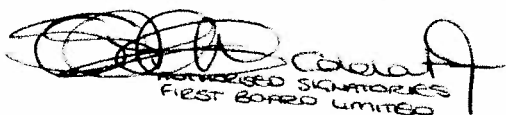
**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

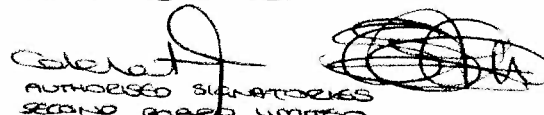
49 Fitzjohn's Avenue London NW3 6PG



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FOR & ON BEHALF OF JETHY PROPERTIES LIMITED

  
AUTHORISED SIGNATORIES  
JETHY PROPERTIES LIMITED

  
AUTHORISED SIGNATORIES  
JETHY PROPERTIES LIMITED

& Alexander



Turley  
The Charlotte Building  
17 Gresse Street  
London  
W1T 1QLApplication Ref: **2015/5379/P**

14 July 2016

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:  
**49 Fitzjohn's Avenue**  
London  
**NW3 6PG**

## Proposal:

**DECISION**  
Conversion of single family dwellinghouse to 6 no. self-contained flats (2no. 2-bed, 2 no. 3-bed and 2no. 4-bed); erection of a 3 storey rear extension; removal of single storey side extension; and associated alterations

Drawing Nos: 892/01; 892/02; 892/03; 892/50; 892/51; 892/52; 892/53; 892/54; 892/60; 892/61; Design &amp; Access Statement (dated August 2015); Lifetime Homes Assessment (dated August 2015); BREEAM Pre-Assessment; Energy Statement (dated April 2014); SAP Worksheets (Flats 1-6); Basement Impact Assessment (dated 21/07/2015); Basement Impact Assessment: Land Stability (dated July 2015); Basement Impact Assessment: Groundwater (dated 16/07/2015); Ground Investigation Report (dated September 2014); Heritage Statement (dated September 2015)

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 892/01; 892/02; 892/03; 892/50; 892/51; 892/52; 892/53; 892/54; 892/60; 892/61; Design & Access Statement (dated August 2015); Lifetime Homes Assessment (dated August 2015); BREEAM Pre-Assessment; Energy Statement (dated April 2014); SAP Worksheets (Flats 1-6); Basement Impact Assessment (dated 21/07/2015); Basement Impact Assessment: Land Stability (dated July 2015); Basement Impact Assessment: Groundwater (dated 16/07/2015); Ground Investigation Report (dated September 2014); Heritage Statement (dated September 2015).

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

- 3 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.

- 4 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.



- 5 The residential unit hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

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

- 6 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value  $D_{nT,w}$  and  $L'_{nT,w}$  of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling].

The details as approved shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise in accordance with 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.

- 7 Before the development commences, details of secure and covered cycle storage area for 12 no. cycles shall be submitted to and approved in writing by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the dwellings, 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.

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

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

- 10 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and
  - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.
- The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been 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 design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the

requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The development shall not be constructed other than in accordance with the conclusions, methodologies and recommendations of the Basement Impact Assessment (dated 21/07/2015); Basement Impact Assessment: Land Stability (dated July 2015); Basement Impact Assessment: Groundwater (dated 16/07/2015); Ground Investigation Report (dated September 2014) hereby approved, including inter alia the need for a movement monitoring strategy during excavation and construction. In the event that further evidence of site or building conditions necessitate amendments to the BIA or associated methodologies they shall be submitted to the local planning authority for approval in writing prior to the commencement of development and the development shall be constructed in accordance with such amendments.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to the commencement of development, a plan shall be submitted to and approved in writing by the local planning authority which illustrates the parking provision on site. Before the development is occupied the approved parking spaces shall be clearly marked out. Thereafter, the markings shall be permanently maintained and retained unless prior written consent is given by the local planning authority.

Reason: In the interests of highway safety in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies and in the interests of safeguarding 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.

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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 A Pre-Demolition Asbestos Survey must be carried out before the refurbishment commences.

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



DATED 1 August 2016

(1) JETTY PROPERTIES LIMITED

and

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

**A G R E E M E N T**  
relating to land known as  
49 FITZJOHN'S AVENUE LONDON NW3 6PG  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)  
Section 278 of the Highways Act 1980

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