

DATED

29 July

2016

(1) JON MCELROY

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
Garden House
Land adjacent to 1 Ellerdale Road London NW3 6BA
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
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London Borough of Camden
Town Hall
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CLS/COM/ESA/1781.823
S106 FINAL

THIS AGREEMENT is made the 29th day of July 2016

B E T W E E N:

- i. **JON McELROY** of 9 Bear Pit Apartments, 14 New Globe Walk, London SE1 9DR (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 NGL849728.
- 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 17 December 2015 and the Council resolved to grant permission conditionally under reference number 2015/7036/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.

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 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed |
| 2.4 | "Construction Management Plan" | <p>the plan submitted with the Planning Application (and subsequently updated) entitled Construction Management Plan Rev A revised 25/07/2016 (for 2 basement storey scheme) produced by Charles Edward and approved by the Council on 25 July 2016 which sets out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p>(i) a statement submitted to Council giving details of the environmental protection</p> |

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 (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

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"

erection of new single-storey dwelling house with two storey basement on land to the rear garden of No. 81 Fitzjohn's Avenue, with access off Ellerdale Road (Class C3) as shown on drawing numbers:- Site location Plan (drawing 15-01); 28471-05; 28471-06 rev A; 28471-07 rev F; 28471-8 rev D; 1706/02/15 rev A; 1706/02/16

rev A; Planning, Design and Access Statement dated November 2015 produced by Philips Planning Services Ltd; Basement Impact Assessment Rev B produced by Alan Baxter dated December 2015; Response to comments by Campbell Reith produced by Alan Baxter dated 27th June 2016 (ref 1706/02/HB/hb); Planning Statement Energy Assessment produced by eight associates Issue 2 dated 22/07/2016; Sustainability Statement: Double basement scheme produced by eight associates dated 10/12/2015; Construction Management Plan Rev A revised 25/07/2016 (for 2 basement storey scheme) produced by Charles Edward; Arboricultural Report and Impact Assessment Pre-Development produced by RGS dated December 2015; Addendum to arboricultural report and impact assessment received 18th May 2016; Maintenance of wildflower green roof system received on 27th June 2016; Design objectives for green roof received on 27th June 2016; Photovoltaic panels information email from Eight Associates dated 29th April 2016

2.9 "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

2.10 "Occupation Date"

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

2.11 "the Parties"

mean the Council and the Owner

2.12 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 17 December 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/7036/P subject to conclusion of this Agreement

2.13 "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

2.14 "the Planning
Permission"

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

2.15 "the Property"

the land known as Garden House Land adjacent to 1 Ellerdale Road London NW3 6BA the same as shown shaded grey on the plan annexed hereto

2.16 "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

2.17 "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

2.18 "the Sustainability Plan"

the plan comprising Sustainability Statement: Double basement scheme produced by Eight Associates and dated 10 December 2015 and Planning Statement Energy Assessment produced by Eight Associates Issue 2 dated 22 July 2015 and approved by the Council on 25 July 2016 which includes a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission documents entitled Sustainability Statement: Double basement scheme produced by Eight Associates and dated 10 December 2015 and Planning Statement Energy Assessment produced by Eight Associates Issue 2 dated 22 July 2015 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
- (b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
- (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 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;

(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

(e) include 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

(f) 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

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 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 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 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 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 pay to the Council the Construction Management Plan Implementation Support Contribution in full.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Implementation Support Contribution in full.

4.2.3 The Owner acknowledges and agrees that the Council will not amend 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 **Sustainability Plan**

- 4.3.1 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 such approval not to be unreasonably withheld or delayed.
- 4.3.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council 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 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 2015/7036/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 on going 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 2015/7036/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/7036/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/7036/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 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.

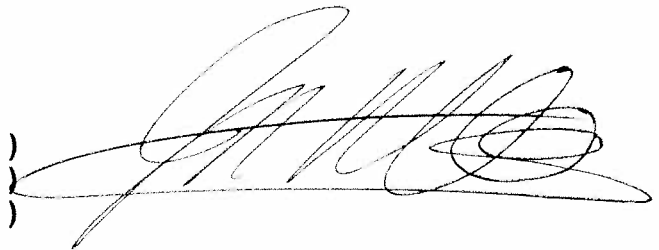
7. RIGHTS OF THIRD PARTIES

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

EXECUTED AS A DEED BY
JON MCELROY
in the presence of:

)
)



.....
Witness Signature

Witness Name

Address

Occupation

C M J Gayle

C Gayle

8, Steep Hill

London SW16 1NL

Commercial ast

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

R. Alexander

.....
Authorised Signatory



NORTHGATE SE GIS Print Template



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Phillips Planning Services Ltd
Kingsbrook House
7 Kingsway
Bedford
Bedfordshire
MK42 9BA

Application Ref: **2015/7036/P**

27 July 2016

Dear Sir/Madam

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:

**Garden House
Land adjacent to 1 Ellerdale Road
London
NW3 6BA**

Proposal:

Erection of new single-storey dwelling house with two storey basement on land to the rear garden of No. 81 Fitzjohn's Avenue, with access off Ellerdale Road (Class C3).

Drawing Nos: Site location Plan (drawing 15-01); 28471-05; 28471-06 rev A; 28471-07 rev F; 28471-8 rev D; 1706/02/15 rev A; 1706/02/16 rev A; Planning, Design and Access Statement dated November 2015 produced by Philips Planning Services Ltd; Basement Impact Assessment Rev B produced by Alan Baxter dated December 2015; Response to comments by Campbell Reith produced by Alan Baxter dated 27th June 2016 (ref 1706/02/HB/hb); Planning Statement Energy Assessment produced by eight associates Issue 2 dated 22/07/2016; Sustainability Statement: Double basement scheme produced by eight associates dated 10/12/2015; Construction Management Plan Rev A revised 25/07/2016 (for 2 basement storey scheme) produced by Charles Edward; Arboricultural Report and Impact Assessment Pre-Development produced by RGS dated December 2015; Addendum to arboricultural report and impact assessment received 18th May 2016; Maintenance of wildflower green roof system received on 27th June 2016; Design objectives for green roof received on 27th June 2016; Photovoltaic panels information email from Eight Associates dated 29th April 2016.

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- Site location Plan (drawing 15-01); 28471-05; 28471-06 rev A; 28471-07 rev F; 28471-8 rev D; 1706/02/15 rev A; 1706/02/16 rev A; Planning, Design and Access Statement dated November 2015 produced by Philips Planning Services Ltd; Basement Impact Assessment Rev B produced by Alan Baxter dated December 2015; Response to comments by Campbell Reith produced by Alan Baxter dated 27th June 2016 (ref 1706/02/HB/hb); Planning Statement Energy Assessment produced by eight associates Issue 2 dated 22/07/2016; Sustainability Statement: Double basement scheme produced by eight associates dated 10/12/2015; Construction Management Plan Rev A revised 25/07/2016 (for 2 basement storey scheme) produced by Charles Edward; Arboricultural Report and Impact Assessment Pre-Development produced by RGS dated December 2015; Addendum to arboricultural report and impact assessment received 18th May 2016; Maintenance of wildflower green roof system received on 27th June 2016; Design objectives for green roof received on 27th June 2016; Photovoltaic panels information email from Eight Associates dated 29th April 2016.

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

- 4 Full details in respect of the living green roof in the area indicated on the approved roof plan including:
- (i) Details of materials, species, planting density, and substrate
 - (ii) a statement of the design objectives, including justification of roof type/species selection
 - (iii) a site specific management plan including an initial scheme of maintenance
 - (iv) a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability

These details shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The building shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policy 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.

- 6 No additional windows shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The new dwelling as indicated on plan numbers hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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.

- 8 The new dwelling as indicated on the plan numbers hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (3) Accessible (2b). Evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the wheelchair unit would be capable of providing adequate amenity in accordance with policies 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.

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 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 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, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to commencement of the relevant part of the development , 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 Council. Such details shall include:
- (i) scaled plans showing all existing and proposed vegetation and landscape features
 - (ii) a schedule detailing species, sizes, and planting densities
 - (iii) location, type and materials to be used for hard landscaping and boundary treatments
 - (iv) specifications for replacement trees (and tree pits where applicable), taking into account the standards set out in BS8545:2014.
 - (v) details of any proposed earthworks including grading, mounding and other changes in ground levels.
 - (vi) a management plan including an initial scheme of maintenance and a programme of root environment improvement works.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14, 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.

- 11 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.

- 12 Details shall be submitted to and approved by the Council before the relevant part of the development commences to demonstrate how 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 during construction work. Such details shall follow guidelines and standards set out in BS5837:2012 and should include:
- (i) a tree protection plan (TPP) showing the location and nature of tree protection measures
 - (ii) appropriate working processes in the vicinity of trees
 - (iii) details of an auditable system of site monitoring
 - (iv) details of the design of building foundations
 - (v) details, including 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.
- The development thereafter shall be implemented in strict accordance with the approved details.

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

- 13 In the event that the proposed basement construction is not subject to party wall awards, the excavation works shall not commence until monitoring strategies and conditions surveys have been agreed with the owners of all neighbouring buildings where damage greater than Category 0 was predicted in the Basement Impact Assessment hereby approved- for the avoidance of doubt, this includes the garden wall, the kitchen extension to 1 Ellerdale Road, nos. 1 to 3 Ellerdale Road, 79 to 87 Fitzjohns Avenue, Coach House, 14 to 16 Prince Arthur Road and 5 Ellerdale Road.

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.

- 14 The basement excavation and construction works (both permanent and temporary) hereby approved shall be carried out in complete accordance with the construction methodology, detailed design, mitigation and monitoring measures contained in the Basement Impact Assessment reports and responses hereby approved.

Reason: To safeguard the structural stability of neighbouring buildings and the water environment 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.

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

- 4 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer. Please note also the requirements of condition 13 above regarding party wall awards to include monitoring surveys.
- 5 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.
- 6 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.
- 7 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 8 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

Yours faithfully

Director of Supporting Communities

DRAFT

DECISION

DATED

29 July

2016

(1) JON MCELROY

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
Garden House

Land adjacent to 1 Ellerdale Road London NW3 6BA
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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