

Mr Mark Pender
PPM Planning Limited
185 Casewick Road
West Norwood
London
SE270TA

Application Ref: **2016/3956/P**
Please ask for: **Helaina Farthing**
Telephone: 020 7974 **3303**

11 January 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Householder Application Granted Subject to a Section 106 Legal Agreement

Address:

**11 Primrose Hill Road
London
NW3 3DG**

Proposal:

Erection of a single storey ground floor extension to the side of the existing dwelling and the replacement of two existing roof lights on the existing single family dwelling (Class C3).
Drawing Nos: B100; B101; B102; B103; B104; B105; B106; B107; B108; B109; A110; A112; A113; A114; A115; A116; A117 REV A; A118; GA302; Site Plan and Design and Access Statement.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 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 B100; B101; B102; B103; B104; B105; B106; B107; B108; B109; A110; A112; A113; A114; A115; A116; A117 REV A; A118; GA302; Site Plan and Design and Access Statement.

Reason:

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting permission.
The proposed single storey side extension at ground floor level would project approximately 3m to the side of the existing dwelling house and would not project forward of the existing building line to the front or rear of the dwelling. It is viewed that a reasonable proportion of useable private amenity space is able to be maintained both to the side and rear of the existing dwelling house.

The size, design and materials of this extension are considered to be acceptable. Given this, the proposal will not adversely impact on the appearance of the host building or the adjoining conservation area and is considered to be subordinate to

the host building.

The proposed extension will be of an acceptable height, and given its position and siting will not be visible above the existing road boundary fence along King Henry's Road. As such it is viewed that its size, location and height will not adversely harm the amenity of the adjoining conservation or the amenity of residential occupiers in terms of loss of daylight, sunlight, outlook or privacy.

The replacement roof lights are similar to that existing and are considered to improve the appearance of the existing building. The proposed replacement roof lights will not harm the amenity of the adjoining conservation area.

One objection and one comment have been raised in relation to the works. As a result of the comments/objections raised, a construction management plan will be required as a section 106 legal agreement. The application site's planning history and relevant decisions were taken into account when coming to this decision.

The proposed development is in general accordance with Policies CS5 and CS14 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. The proposed development also accords with Policies 7.4, 7.6 and 7.8 of the London Plan 2016; and the provisions of paragraphs 14, 17, 56-66 and 126-141 of the National Planning Policy Framework 2012.

- 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.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce
Executive Director Supporting Communities

AUTHORITY FOR SEALING/SIGNATURE
SECTION 106 AGREEMENT

11 Primrose Hill Road 2016/3956/P

LONDON BOROUGH OF CAMDEN
REQUEST FOR DOCUMENT TO BE SEALED/SIGNED

The attached document is an Agreement under Section 106 of the Town and Country Planning Act 1990 between

1. **MAGNET S.A**
3. **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

and I confirm the document secures the obligations required by the London Borough of Camden in the granting of planning permission for development at the above property.

Committee Ref:

Delegated Authority/Development Control committee [insert date if decided at Committee]

CLIENT STATEMENT

I, Elizabeth Beaumont of Development Management, Regeneration and Planning Division, confirm that I am duly authorised by the Supporting Communities Directorate to make this statement.

Signed  Elizabeth Beaumont

Dated 02/12/2016

LEGAL STATEMENT

I certify that I have compared the above statement with the contract documents and confirm that it accurately describes the nature and effect of the document

Signed  Emily Shelton-Agar

Dated 10/1/17

SEAL REGISTER NUMBER

30579
10-01-2017

DATED

11 January

2017
~~2016~~

(1) MAGNET S.A

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
11 Primrose Hill Road
London NW3 3DG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1798.30
Final

THIS AGREEMENT is made the

11th

day of

January

2017

~~2016~~

BETWEEN:

- i. **MAGNET S.A** (incorporated in Liberia) and whose address for service in the United Kingdom is 11 Primrose Hill Road London NW3 3DG (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 NGL745534.
- 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 18 July 2016 and the Council resolved to grant permission conditionally under reference number 2016/3956/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>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First 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):-</p> <p>(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</p> |

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 a single storey ground floor extension to the side of the existing dwelling and the replacement of two existing roof lights on the existing single family dwelling (Class C3) as shown on drawing numbers:- B100; B101; B102; B103; B104; B105; B106; B107; B108; B109; A110; A112; A113; A114; A115; A116; A117 REV A; A118; GA302; Site Plan and Design and Access Statement

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 "the Parties"

mean the Council and the Owner

2.11 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 18 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3956/P subject to conclusion of this Agreement

2.12 "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

2.13 "the Planning Permission"

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

2.14 "the Property"

the land known as 11 Primrose Hill Road London NW3 3DG the same as shown shaded grey on the plan annexed hereto

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 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Construction Management Plan**

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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.

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 2016/3956/P the date of issue of the Certificate of Practical Completion.

- 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 2016/3956/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 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 2016/3956/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 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 2016/3956/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.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 11 PRIMROSE HILL
ROAD

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
MAGNET S.A acting by OLUSEGUN
OSOBA, a director,
in the presence of:

)
)
) *Segun Osoba*
)

Efuntoun Osoba
.....
Witness Signature

Witness Name *Efuntoun Osoba*

Address *11 Primrose Hill Road, London, NW3 3DG*

Occupation *Banker*

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
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

NORTHGATE SE GIS Print Template



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PPM Planning Limited
185 Casewick Road
West Norwood
London
SE270TA

Application Ref: **2016/3956/P**

02 December 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:
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NW3 3DG

DECISION
Proposal:

Erection of a single storey ground floor extension to the side of the existing dwelling and the replacement of two existing roof lights on the existing single family dwelling (Class C3).
Drawing Nos: B100; B101; B102; B103; B104; B105; B106; B107; B108; B109; A110; A112; A113; A114; A115; A116; A117 REV A; A118; GA302; Site Plan and Design and Access Statement.

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

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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

Supporting Communities Directorate

DATED

11 January

2017
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and

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

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