

Ms Tracey Rust  
TJR Planning  
Suite 3 The Mansion  
Wall Hall Drive  
Aldenham  
Hertfordshire WD25 8BZ

Application Ref: **2015/7005/P**  
Please ask for: **David Peres Da Costa**  
Telephone: 020 7974 **5262**

31 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:  
**12/12A Park Village West**  
**London**  
**NW1 4AE**

Proposal:

Extension at lower ground floor level involving excavation under former coach house, gym and courtyard including rear lightwell and insertion of 1st floor window to side elevation of coach house.

Drawing Nos: 1401/P: 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; Planning statement and heritage statement prepared by TJR Planning dated December 2015; Arboricultural impact assessment prepared by Landmark Trees dated 8th December 2015; Construction Method Statement prepared by Conisbee dated 27 May 2016; Site investigation and basement impact assessment report prepared by GEA dated May 2016; Response to Campbell Reith prepared by Conisbee dated 27 May 2016

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 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: 1401/P: 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; Planning statement and heritage statement prepared by TJR Planning dated December 2015; Arboricultural impact assessment prepared by Landmark Trees dated 8th December 2015; Construction Method Statement prepared by Conisbee dated 27 May 2016; Site investigation and basement impact assessment report prepared by GEA dated May 2016; Response to Campbell Reith prepared by Conisbee dated 27 May 2016

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

- 4 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the Arboricultural impact assessment hereby approved.

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

- 5 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 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reason for granting permission

The proposal is for an additional floor below both the existing coach house and the gym and courtyard immediately to the east. The basement extension is mainly under the garage block and would not have any features visible from the exterior. The basement extension would be subordinate and subservient to the main house and as such would not harm the significance of the grade II\* building.

The submitted basement impact assessment (BIA) has been independently audited. The audit confirms that the revised BIA and supporting information adequately identifies the potential impacts arising from the basement proposals and describes suitable mitigation. The predicted damage category is Burland Category 1, very slight. The audit accepts that the development would not impact on the wider hydrogeology of the area and is not in an area subject to flooding.

The proposed window would match an existing window at first floor level and is considered acceptable. Due to its orientation the window would not overlook any neighbouring properties. The internal alterations are minor in nature and would not harm any architectural or historic features of interest. The National Planning Casework Unit (NPCU) has confirmed the application does not need to be referred.

The arboricultural report submitted with the application is considered sufficient to demonstrate that the trees on the host and neighbouring sites would be adequately protected. The trial pits did not contain any significant roots and no trees would be removed to facilitate the development. The tree protection plan and arboricultural method statement are comprehensive. A condition would be included to ensure adherence to the tree protection measures.

A Construction Management Plan (CMP) would be secured via legal agreement due to the nature of the works. The footway and vehicular crossover directly adjacent to the site could be damaged as a direct result of the proposed works, therefore to allow the proposal to comply with Development Policy DP21, a financial contribution for highway works would be secured via s106.

The planning and appeal history of the site has been taken into account when coming to this decision. Advice (from the Regent's Park CAAC) and one objection were received prior to making this decision and duly taken into consideration. Please refer to the separate Consultation Summary document which addresses the written representations received.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and

Regulatory Reform Act (ERR) 2013.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS11, CS14, CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP20, DP21, DP23, DP24, DP25, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies, the London Plan 2016 and the NPPF 2012.

- 2 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).
- 3 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.

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





DATED 31 January 2017

**(1) THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN**

**and**

**(2) THE CROWN ESTATE COMMISSIONERS**

**and**

**(3) SIR CAMERON ANTHONY MACKINTOSH**

**and**

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

**A G R E E M E N T**

**relating to land known as  
12 and 12A Park Village West, London NW1 4AE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
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 1918  
Fax: 020 7974 2962





THIS AGREEMENT is made the 31<sup>st</sup> day of January 2017

**BETWEEN:**

- i. **THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN** (hereafter called "Her Majesty") of the first part
- ii. **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in the exercise of powers of conferred by the Crown Estate Act 1961 care of 16 New Burlington Place, London W1S 2HX (hereinafter called "the Commissioners") of the second part
- iii. **SIR CAMERON ANTHONY MACKINTOSH** of 12 and 12A Village West, London NW1 4AE (hereinafter called "the Leaseholder") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 Her Majesty is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL904936 and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL790770.
- 1.3 Her Majesty and the Commissioners and the Leaseholder are the freehold and leasehold owners of the Property and have an interest in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as "the Owner".
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 15 February 2016 and the Council resolved to grant

permission conditionally under reference number 2015/7005/P subject to conclusion of this legal Agreement.

- 1.5 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.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 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 | "Basement Approval in Principle Application" | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter |

2.4	“Basement Approval in Principle Contribution”	the sum of £1800 (one thousand eighteen hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council’s Highways Structural team of the Basement Approval in Principle Application
2.5	“the Certificate of Practical Completion”	the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed
2.6	“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) where relevant:-</p> <ul style="list-style-type: none"> <li>(i) a statement to be submitted to the 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 building out of the Development;</li> <li>(ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</li> </ul>

- (iii) proposals to ensure there are no adverse effects on the conservation area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time.

2.7 “the Construction 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

2.8 "the Construction Phase"

the whole period between

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

2.9 "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

2.10 "the Development"

Extension at lower ground floor level involving excavation under former coach house, gym and courtyard including rear lightwell and insertion of 1st floor window to side elevation of coach house as shown on drawing numbers:-  
1401/P: 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29;  
Planning statement and heritage statement prepared by TJR Planning dated December 2015; Arboricultural impact assessment prepared by Landmark Trees dated 8th December 2015; Construction Method Statement prepared by Conisbee dated 27 May 2016; Site investigation and basement impact assessment report prepared by GEA dated May 2016; Response to Campbell Reith prepared by Conisbee dated 27 May 2016

2.11 "the Highways Contribution"

the sum of £3,000 (three thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the

public highway and associated measures in the vicinity of the Property and as are required as a direct result of the Development (“the Highways Works”) these to include costs associated with the following:-

- (i) repaving of the public highway in the general vicinity of the vehicular access to the property; and
- (ii) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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

2.12 “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

2.13 “the Level Plans”

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

2.14 “Occupation Date”

the date when any part of the Development is occupied (save for when in use by personnel solely for security, construction or decoration purposes) and the phrases “Occupy”, “Occupied” and “Occupation” shall be

construed accordingly

- 2.15 "the Parties" mean the Council, the Commissioners and the Owner
- 2.16 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 15 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2015/7005/P subject to conclusion of this Agreement
- 2.17 "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
- 2.18 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.19 "the Property" the land known as 12 and 12A Park Village West, London NW1 4AE the same as shown shaded grey on the plan annexed hereto
- 2.20 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 The Commissioners enter into this Agreement solely to give effect to the obligations and more particularly solely to consent to the enforcement of the obligations against the Leaseholder's interest in the Property and any person deriving title from the Leaseholder but for no other purpose and for the avoidance of any doubt the Commissioners' agreement to enter into this Agreement is without prejudice to the Commissioners' right to negotiate the terms on which the Development is to take place (for example, including but not limited to a licence for alterations, surrender and re-grant of the residential lease, payment of a premium) and shall not be deemed to constitute any consent in respect of the Development for which the Commissioners' consent is required.
- 3.3 The Commissioners agree to be bound by the terms of this Agreement only in the event that the Leaseholder's interest in the Property is determined and if such event occurs the obligations on behalf of the Leaseholder shall be taken to be obligations which are binding on the Commissioners as if such obligations were given by the Commissioners themselves ALWAYS PROVIDED THAT this Agreement shall be directly enforceable by the Council against any person deriving title to any part of the Property from Her Majesty in the event Her Majesty disposes of the same.
- 3.4 A covenant made by the Commissioners or implied on behalf of Her Majesty and Her Successors or the Commissioners is made or implied by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 as a body corporate without imposing liability in any personal or private capacity of any individual Commissioner acting on behalf of the Commissioners and so long only as the Property forms part of the Crown Estate save in relation to any antecedent breach prior to parting with such interest and with the effect from the date on which the Property ceases to form part of the Crown Estate such covenant shall be deemed to be made by the person from time to time entitled to the Property and all liability on the part of Her Majesty and Her Successors or the Commissioners in respect of such covenants shall cease as from such date.



- 3.5 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.
- 3.6 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.
- 3.7 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.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **BASEMENT APPROVAL IN PRINCIPLE**

- 4.1.1 On or prior to the Implementation Date to:-
- (a) submit the Basement Approval in Principle Application; and
  - (b) pay to the Council the Basement Approval in Principle Contribution.
- 4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:
- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

## **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.

### **4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.**

### **4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in 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 by the Council in writing to remedy such non-compliance.**

## **4.3 HIGHWAYS CONTRIBUTION**

### **4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.**

- 4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the reasonably and properly incurred sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.3.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.3.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2015/7005/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 reasonable requests to provide documentation within the Owner's possession (at the Owner's expense and as it is lawfully able to provide) 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 reasonable expenses or liability properly 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 2015/7005/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.3 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 2015/7005/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer

Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.7 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.

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement (except that sum referred to in clause 4.3.7) 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

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

5.9 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, 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 2015/7005/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

8. **INDEMNITY**

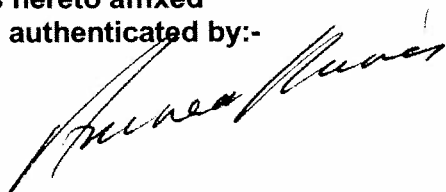
8.1 In consideration of the Commissioners entering into this Agreement the Leaseholder hereby covenants with the Commissioners to observe and perform the obligations herein contained and to indemnify and keep fully indemnified Her Majesty and Her Successors and the Commissioners and their successors ("the Indemnified Party") from and against all actions proceedings demands costs claims or other liabilities whatsoever arising directly or indirectly by reason of any breach or non-compliance with any condition or obligation or covenant contained within this Agreement or by reason of the Commissioners covenanting with the Council in the terms set out in the Agreement PROVIDED THAT the Indemnified Party shall (as soon as reasonably practicable after any matters are threatened or occur pursuant to this clause) inform the Leaseholder and thereafter keep the Leaseholder informed of progress and take into account the Leaseholder's representations and shall act reasonably so as to mitigate any costs, claims and liabilities arising under this clause.

8.2 The Leaseholder covenants with the Commissioners that prior to any disposal of its interest in the Property it shall procure that the disponee enters into a deed of indemnity with and in favour of the Commissioners in the same term as those which are set out at clause 8.1

8.3 The indemnity in clause 8.1 and obligation in clause 8.2 shall cease to have effect on the later of the date of issue of the Certificate of Practical Completion and the payment of all monies due to the Council under clause 4.3.

IN WITNESS whereof the Council and the Commissioners have caused their Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as a Deed the day and year first before written


THE OFFICIAL SEAL OF THE )  
CROWN ESTATE COMMISSIONERS )  
was hereto affixed )  
and authenticated by:- )



**ANTHEA HARRIES**  
Authorised by the Crown Estate Commissioners

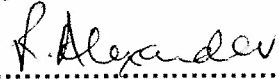
EXECUTED AS A DEED BY )  
SIR CAMERON ANTHONY MACKINTOSH )  
in the presence of: )



  
.....  
Witness Signature

Witness Name L. FOURTOUT-DAVIES  
Address 1 BEDFORD SQUARE  
LONDON WC1B 3RB  
Occupation P.A.

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

  
.....  
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**

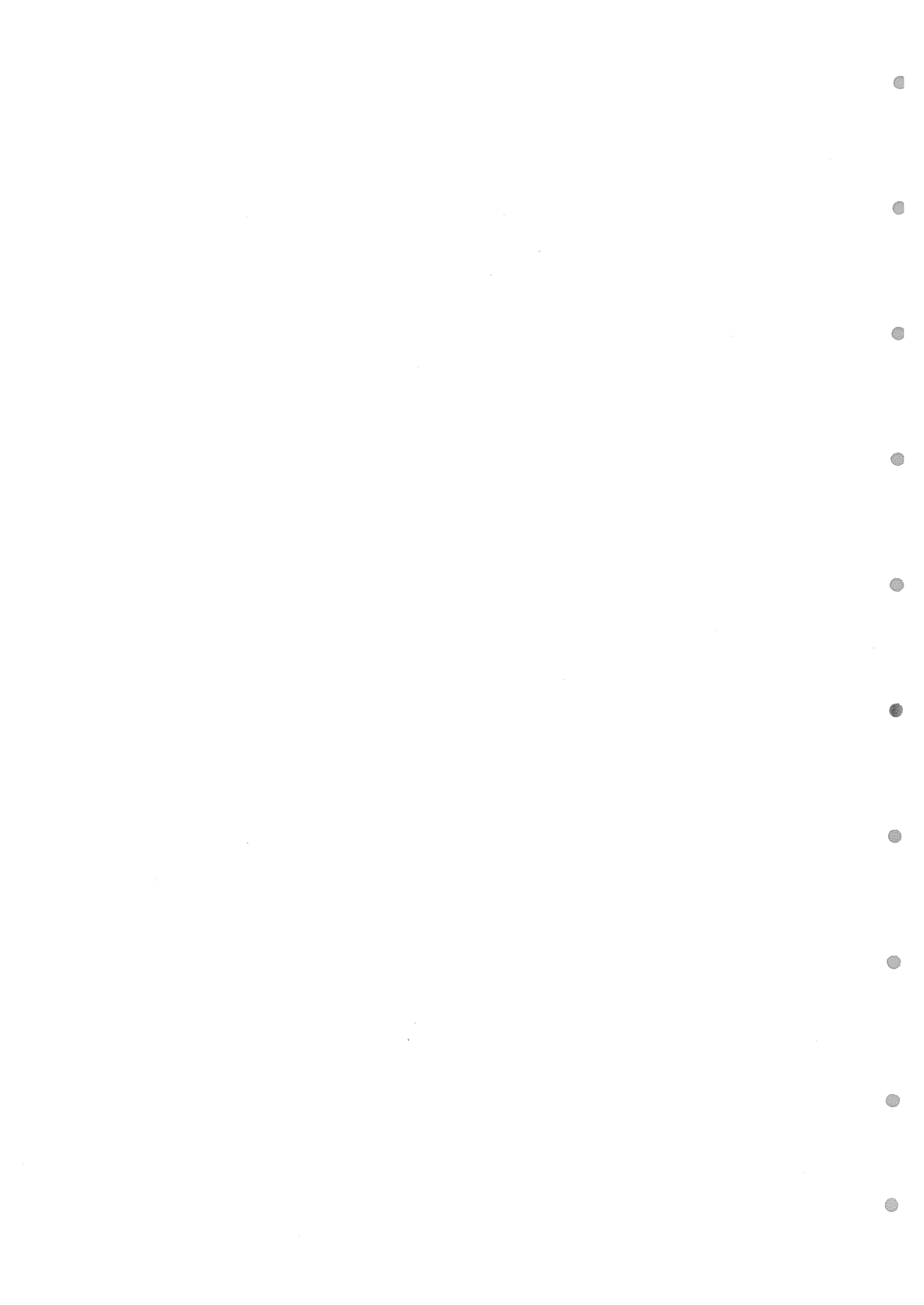


# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

*Andrew Jones*  
CAM



TJR Planning  
Suite 3 The Mansion  
Wall Hall Drive  
Aldenham  
Hertfordshire WD25 8BZ

Application Ref: **2015/7005/P**

10 January 2017

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:  
**12/12A Park Village West**  
**London**  
**NW1 4AE**

Proposal:

**DECISION**  
Extension at lower ground floor level involving excavation under former coach house, gym and courtyard including rear lightwell and insertion of 1st floor window to side elevation of coach house.

Drawing Nos: 1401/P: 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; Planning statement and heritage statement prepared by TJR Planning dated December 2015; Arboricultural impact assessment prepared by Landmark Trees dated 8th December 2015; Construction Method Statement prepared by Conisbee dated 27 May 2016; Site investigation and basement impact assessment report prepared by GEA dated May 2016; Response to Campbell Reith prepared by Conisbee dated 27 May 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: 1401/P: 01; 02; 03; 04; 05; 06; 07; 08; 09; 10; 11; 20; 21; 22; 23; 24; 25; 26; 27; 28; 29; Planning statement and heritage statement prepared by TJR Planning dated December 2015; Arboricultural impact assessment prepared by Landmark Trees dated 8th December 2015; Construction Method Statement prepared by Conisbee dated 27 May 2016; Site investigation and basement impact assessment report prepared by GEA dated May 2016; Response to Campbell Reith prepared by Conisbee dated 27 May 2016

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

- 4 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the Arboricultural impact assessment hereby approved.

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

- 5 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 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Reason for granting permission

The proposal is for an additional floor below both the existing coach house and the gym and courtyard immediately to the east. The basement extension is mainly under the garage block and would not have any features visible from the exterior. The basement extension would be subordinate and subservient to the main house and as such would not harm the significance of the grade II\* building.

The submitted basement impact assessment (BIA) has been independently audited. The audit confirms that the revised BIA and supporting information adequately identifies the potential impacts arising from the basement proposals and describes suitable mitigation. The predicted damage category is Burland Category 1, very slight. The audit accepts that the development would not impact on the wider hydrogeology of the area and is not in an area subject to flooding.

The proposed window would match an existing window at first floor level and is considered acceptable. Due to its orientation the window would not overlook any neighbouring properties. The internal alterations are minor in nature and would not harm any architectural or historic features of interest. The National Planning Casework Unit (NPCU) has confirmed the application does not need to be referred.

The arboricultural report submitted with the application is considered sufficient to demonstrate that the trees on the host and neighbouring sites would be adequately protected. The trial pits did not contain any significant roots and no trees would be removed to facilitate the development. The tree protection plan and arboricultural method statement are comprehensive. A condition would be included to ensure adherence to the tree protection measures.

A Construction Management Plan (CMP) would be secured via legal agreement due to the nature of the works. The footway and vehicular crossover directly adjacent to the site could be damaged as a direct result of the proposed works, therefore to allow the proposal to comply with Development Policy DP21, a financial contribution for highway works would be secured via s106.

The planning and appeal history of the site has been taken into account when coming to this decision. Advice (from the Regent's Park CAAC) and one objection were received prior to making this decision and duly taken into consideration. Please refer to the separate Consultation Summary document which addresses the written representations received.

Special attention has been paid to the desirability of preserving or enhancing the

character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS11, CS14, CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP20, DP21, DP23, DP24, DP25, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies, the London Plan 2016 and the NPPF 2012.

- 2 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).
- 3 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.

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 31 January 2017

**(1) THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN**

and

**(2) THE CROWN ESTATE COMMISSIONERS**

and

**(3) SIR CAMERON ANTHONY MACKINTOSH**

and

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

**A G R E E M E N T**  
relating to land known as  
12 and 12A Park Village West, London NW1 4AE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
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 1918  
Fax: 020 7974 2962