

Mark Dillon  
Sheppard Robson Architects  
77 Parkway  
London  
NW1 7PU

Application Ref: **2016/5935/P**  
Please ask for: **Jennifer Walsh**  
Telephone: 020 7974 3500

3 February 2017

Dear Sir/Madam

### **DECISION**

Town and Country Planning Act 1990 (as amended)

#### **Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**77 Parkway**  
**London**  
**NW1 7PU**

Proposal:

Alterations and extensions to existing office building (Class B1) to include two storey rear garden extension, extension to existing ground floor reception area with additional meeting rooms at first and second floor over reception, and extension from existing bridge element to form additional meeting rooms at first and second floor level.

Drawing Nos: Site Location Plan, 5621-00-101; 5621-00-102; 5621-00-103; 5621-00-104; 5621-00-121; 5621-00-122; 5621-00-250; 5621-20-101 Rev P01; 5621-20-102; 5621-20-103; 5621-20-104; 5621-20-250; 5621-20-121; 5621-20-122; 5621-SK-001; 5621-SK-002; 5621-SK-003;

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 policies 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, 5621-00-101; 5621-00-102; 5621-00-103; 5621-00-104; 5621-00-121; 5621-00-122; 5621-00-250; 5621-20-101 Rev P01; 5621-20-102; 5621-20-103; 5621-20-104; 5621-20-250; 5621-20-121; 5621-20-122; 5621-SK-001; 5621-SK-002; 5621-SK-003;

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

- a) Details including sections at 1:10 of all windows (including jambs, head and cill), and external doors;
- b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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

- 5 Full details of the green roofs and green walls, including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roofs and green wall, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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.

- 6 Prior to occupation of the rear extension, the first floor windows shall be obscure glazed and fixed shut up to an internal height of 1.7m and they shall be permanently retained and maintained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No development shall take place until full details of hard and soft landscaping, replacement trees and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies 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.

- 8 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, 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 policies 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.

- 9 Before the development commences, details of secure cycle storage area for 12 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the rear extension, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

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 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.
- 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.
- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £16,00 (320sqm x £50) for the Mayor's CIL and £8000 (320sqm x £25) for the Camden CIL.

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

- 5 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

A handwritten signature in black ink that reads "David T. Joyce". The signature is written in a cursive, slightly slanted style.

David Joyce  
Executive Director Supporting Communities



DATED 3<sup>rd</sup> February 2017

(1) BENESCO CHARITY LIMITED

and

(2) SHEPPARD ROBSON ARCHITECTS LLP

and

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

**A G R E E M E N T**  
relating to land known as  
77 Parkway, Camden Town, London NW1 7PU  
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

G:\case files\culture & env\planning\lmm\s106 Agreements (2016/5935/P)  
CLS/COM/LMM/1685.

v1





THIS AGREEMENT is made the 3<sup>rd</sup> day of February 2017

**B E T W E E N:**

- i. **BENESCO CHARITY LIMITED** (Co. Regn. No. 972762) of 150 Aldersgate Street, London EC1A 4AB (hereinafter called "the Freehold Owner") of the first part
- ii **SHEPPARD ROBSON ARCHITECTS LLP** (LLP Regn. No. OC391030) of 77 Parkway, London NW1 7PU (hereinafter call "the Leasehold Owner") of the second part

the Freehold Owner and the Leasehold Owner are together referred to as the Owner in this Agreement

- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 421616, 413291, LN53012, LN53974 and 413310
- 1.2 The Freehold Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leasehold Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL875944.
- 1.4 The Leasehold Owner is the leasehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 3 November 2016 and the Council resolved to grant



permission conditionally under reference number 2016/5935/P subject to conclusion of this legal Agreement.

- 1.6 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.
- 1.7 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.
- 1.8 For that purpose the Freehold Owner and the Leasehold Owner are 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"            | 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):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition (if any) 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 any 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"

alterations and extensions to the existing office building (Class B1) to include two storey rear garden extension, extension to existing ground floor reception area with additional meeting rooms at first and second floor over reception, and extension from existing bridge element to form additional meeting rooms at first and second floor level as shown on the site location plan and drawing numbers 5621-00-101; 5621-00-102; 5621-00-103; 5621-00-104; 5621-00-121; 5621-00-122; 5621-00-250; 5621-20-101 Rev P01; 5621-20-102; 5621-20-103; 5621-20-104; 5621-20-250; 5621-20-121; 5621-20-122; 5621-SK-001; 5621-SK-002; 5621-SK-003 submitted to the Council in connection with and for the purpose of the Planning Application;

2.9 "the Highways Contribution"

the sum of £5,110 (five thousand one hundred and ten 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 the carrying out of works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) repaving the footway and vehicle crossover adjacent to the Property;
- (b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the



avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.10 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly PROVIDED THAT Implementation for the purposes of this Agreement shall not include site assembly works or any other initial works to clear the Property in readiness for the carrying out of the Development

2.11 "the Level Plans

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

2.12 "Occupation Date"

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

2.13 "the Parties"

mean the Council the Freehold Owner and the Leasehold Owner

2.14 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 3 November 2016 for which a resolution to grant permission has been passed conditionally under reference number



2016/5935/P subject to conclusion of this Agreement

2.15 "Planning Obligations Monitoring Officer"

a planning officer of the Council specified in writing to the Owner from time to time and 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

2.16 "the Planning Permission"

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

2.17 "the Property"

the land known as 77 Parkway, Camden Town, London NW1 7PU the same as shown shaded grey on the plan annexed hereto

2.18 "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 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, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall not become binding upon the Owner until 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 the Owner to that effect such approval/notice (subject to the provisions of clause 4.1.3) not to be unreasonably withheld or delayed.





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 necessary to remedy such non-compliance.

#### **4.2 HIGHWAYS CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to:-  
(i) pay to the Council the Highways Contribution in full; and  
(ii) submit to the Council the Level Plans for approval.

4.2.2 Not to Implement or to allow Implementation until such time as the Council has:-  
(i) received the Highways Contribution in full; and  
(ii) approved the Level Plans as demonstrated by written notice to the Owner to that effect such approval/notice (subject to the provisions of clause 4.2.3) not to be unreasonably withheld or delayed .

4.2.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.2.4 On completion of the Highway Works the Council shall provide to the Owner a certificate in writing specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works and shall if reasonably required by the Owner produce appropriate evidence of that expenditure.



4.2.5 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.

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 2016/5935/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 reasonable and proper expenses or any 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 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 2016/5935/P.

5.7 Payment of the Highways 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 2016/5935/P. Electronic Transfer shall be made directly to the Co-operative Bank Plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account no. 61030019

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 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 Index of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics 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 2016/5935/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 The Council shall register this Agreement as a Local Land Charge within 28 days if the date of this Agreement.
- 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 promptly 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 Freehold Owner nor the Leasehold 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 is modified otherwise than by agreement between the Parties or is otherwise withdrawn or expires by effluxion of time before the Implementation Date this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owner in this Agreement are made jointly and severally by the Freehold Owner and the Leasehold Owner and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Freehold Owner and the Leasehold Owner have executed this instrument as their Deed the day and year first before written



EXECUTED AS A DEED BY )  
BENESCO CHARITY LIMITED )  
by the affixing of its Common Seal in  
the presence of :

.....  
Director

.....  
Director/Secretary

EXECUTED as a Deed )  
By SHEPPARD ROBSON ARCHITECTS LLP )  
acting by two of its Members )

.....  
Member

.....  
Member

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

.....  
Authorised Signatory



100  
100  
100  
100



4. SITE PLAN  
 This drawing is a site plan showing the proposed building and site layout. It is prepared in accordance with the requirements of the City of Toronto Planning Department. The site plan shows the location of the proposed building, the location of the existing buildings, the location of the streets, and the location of the proposed parking spaces. The site plan also shows the location of the proposed landscaping and the location of the proposed site access. The site plan is prepared in accordance with the requirements of the City of Toronto Planning Department.

DATE: 20/07/13  
 DRAWING NO.: 5021

REVISION

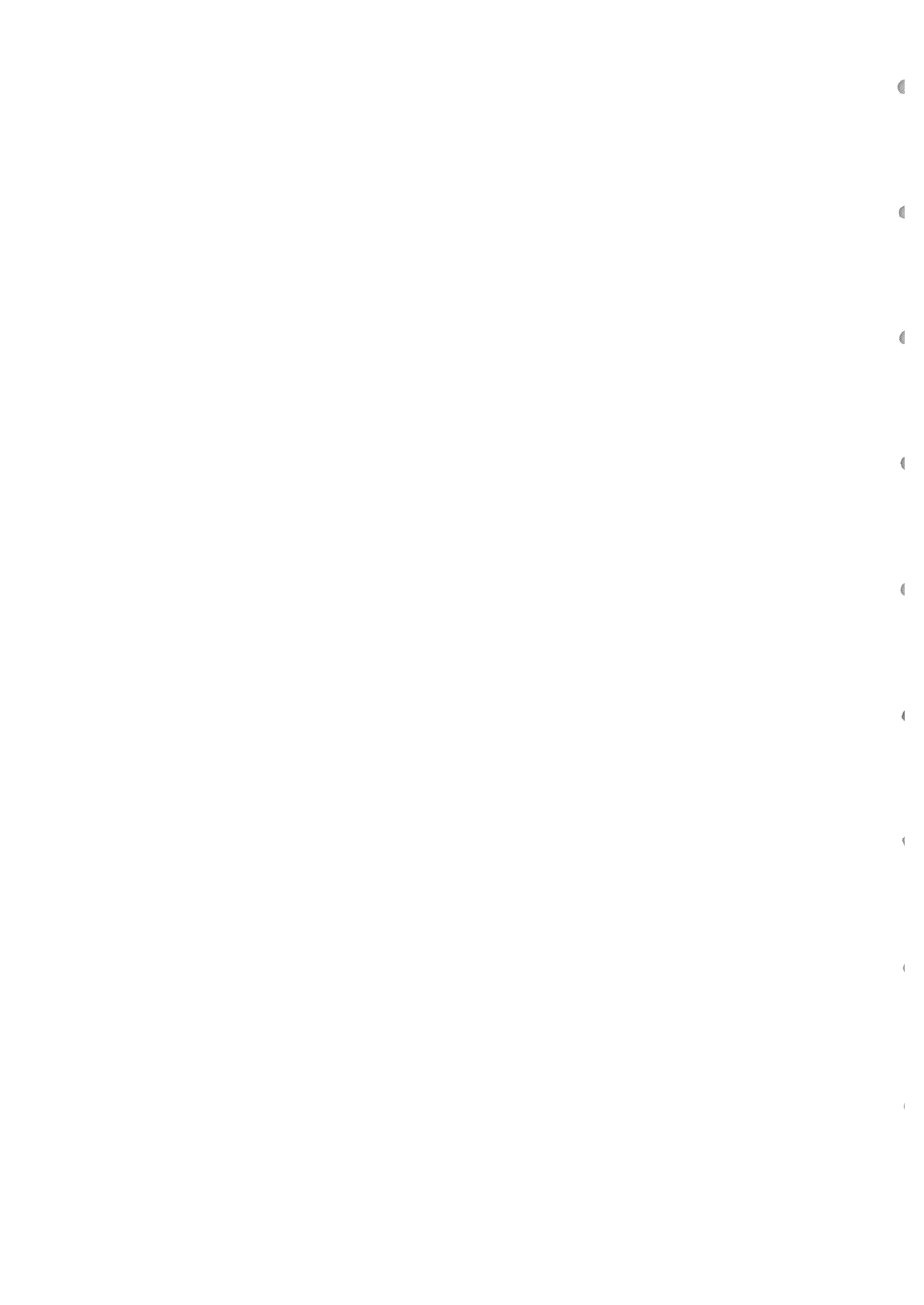
CLIENT  
Sheppard Robson

**SHEPPARD ROBSON**

77 Parkway Project  
 77 Parkway Project  
 77 Parkway Project

PLANNING  
 ALVIN FARMINGTON/STINE

SHEPPARD ROBSON  
 5821-00-002



Sheppard Robson Architects  
77 Parkway  
London  
NW1 7PU

Application Ref: **2016/5935/P**

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:  
**77 Parkway**  
**London**  
**NW1 7PU**

**PROPOSAL**  
Proposal:

Alterations and extensions to existing office building (Class B1) to include two storey rear garden extension, extension to existing ground floor reception area with additional meeting rooms at first and second floor over reception, and extension from existing bridge element to form additional meeting rooms at first and second floor level.

Drawing Nos: Site Location Plan, 5621-00-101; 5621-00-102; 5621-00-103; 5621-00-104; 5621-00-121; 5621-00-122; 5621-00-250; 5621-20-101 Rev P01; 5621-20-102; 5621-20-103; 5621-20-104; 5621-20-250; 5621-20-121; 5621-20-122; 5621-SK-001; 5621-SK-002; 5621-SK-003;

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 policies 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, 5621-00-101; 5621-00-102; 5621-00-103; 5621-00-104; 5621-00-121; 5621-00-122; 5621-00-250; 5621-20-101 Rev P01; 5621-20-102; 5621-20-103; 5621-20-104; 5621-20-250; 5621-20-121; 5621-20-122; 5621-SK-001; 5621-SK-002; 5621-SK-003;

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

- a) Details including sections at 1:10 of all windows (including jambs, head and cill), and external doors;
- b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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



- 5 Full details of the green roofs and green walls, including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roofs and green wall, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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.

- 6 Prior to occupation of the rear extension, the first floor windows shall be obscure glazed and fixed shut up to an internal height of 1.7m and they shall be permanently retained and maintained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No development shall take place until full details of hard and soft landscaping, replacement trees and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies 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.

- 8 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, 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 policies 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.

- 9 Before the development commences, details of secure cycle storage area for 12 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the rear extension, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

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 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.
- 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.
- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £16,00 (320sqm x £50) for the Mayor's CIL and £8000 (320sqm x £25) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice

once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 5 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.

Yours faithfully

**DRAFT**

Supporting Communities Directorate

**DECISION**



**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**

