

DATED 8 February 2017

(1) SAUL BUDDY HAWARD and CATHERINE HARIOT BURD

and

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

AGREEMENT

relating to land known as
Land on the east side of Wolsey Mews, London NW5 2DX
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

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CLS/COM/WB/1800.138
Final

THIS AGREEMENT is made the 8th day of February 2017

BETWEEN:

- i. **SAUL BUDDY HAWARD** and **CATHERINE HARIOT BURD** of 30 Elliott Square, London NW3 3SU (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL948552.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 1 July 2015 and the Council resolved to grant permission conditionally under reference number 2015/3741/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition and 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 of the Existing Buildings or structures on the Property and the building out of the Development;

- (ii) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Management Plan Implementation Support

Contribution"	the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.6 "the Construction Phase"	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.7 "the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.8 "the Development"	erection of a 2 storey plus basement block (Class C3) comprising a 2 bedroom maisonette and a 3 bedroom maisonette, following demolition of the three single storey garages as shown on the site location plan and drawing numbers 1590_E01; E02; E03;H01; P01_D; P02_E; P03_E; P04A; P05_C; P06_B; P07; H02; H03; H04; Design and Access and Heritage Statement by Bud Haward Architects Ltd June 2015; Daylight Sunlight Report by Waterslade May 2015; Lifetime Homes Statement; Arboricultural Report by Simon Pryce Arboriculture 24th June 2015; Basement Impact

Assessment by Ellis and Moore 2nd June 2015;
Revised basement Impact Assessment by
Chelmer Consultancy Services September 2016;
Structural Engineer's Report by Price & Meyers
July 2016; Outline Construction Programme; ISP
Data

2.9 "the Highways
Contribution"

the sum of £1,550 (one thousand five hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out 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

2.11 "the Level Plans

plans demonstrating the levels at the interface of the Development 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 and the Owner

2.14 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 1 July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3741/P subject to conclusion of this Agreement

2.15 "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

2.16 "the Planning Permission"

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

- 2.17 "the Property" the land known as the Land on the east side of Wolsey Mews, London NW5 2DX 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
- 2.19 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.20 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 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 become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.3.1 and 4.3.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to implement nor allow implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

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 that effect.

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 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 may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

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.

4.3 **CAR FREE DEVELOPMENT**

4.3.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 and 4.3.2 of this Agreement.

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 2015/3741/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or 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 2015/3741/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 2015/3741/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.7 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 of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/3741/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 Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property 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. JOINT AND SEVERAL LIABILITY

7.1 All Covenants made by the Owner in this Agreement are made jointly and severally 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 Owner has executed this instrument as a Deed the day and year first before written

**EXECUTED AS A DEED BY
SAUL BUDDY HAWARD
in the presence of:**

)
) *Buddy Howard*
)

TS

.....
Witness Signature

Witness Name *TOM SYKES*

Address *23B LISSENDEN MANSIONS, LISSENDEN GARDENS, LONDON
NW5 1PP*

Occupation *ARCHITECT*

**EXECUTED AS A DEED BY
CATHERINE HARIOT BURD
in the presence of:**

)
) *Catherine Burd*
)

TS

.....
Witness Signature

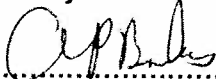
Witness Name *AS ABOVE*

Address *~ ~*

Occupation *~ ~*

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO THE LAND
ON THE EAST SIDE OF WOLSEY MEWS, LONDON NW5 2DX

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



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OP 12/13



Mr Buddy Haward
United House
North Road
London
N7 9DP

Application Ref: **2015/3741/P**

27 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:

**Garages & land adjacent to
25-26 Wolsey Mews
London
NW5 2DX**

Proposal:

DECISION
Erection of a 2 storey plus basement block (Class C3) comprising a 2 bedroom maisonette and a 3 bedroom maisonette, following demolition of the three single storey garages.
Drawing Nos: 1590_E01; E02; E03;H01; P01_D; P02_E; P03_E; P04A; P05_C; P06_B; P07; H02; H03; H04; Design and Access and Heritage Statement by Bud Haward Architects Ltd June 2015; Daylight Sunlight Report by Waterslade May 2015; Lifetime Homes Statement; Arboricultural Report by Simon Pryce Arboriculture 24th June 2015; Basement Impact Assessment by Ellis and Moore 2nd June 2015; Revised basement Impact Assessment by Chelmer Consultancy Services September 2016; Structural Engineer's Report by Price & Meyers July 2016; Outline Construction Programme; ISP Data

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: 1590_E01; E02; E03;H01; P01_D; P02_E; P03_E; P04A; P05_C; P06_B; P07; H02; H03; H04; Design and Access and Heritage Statement by Bud Haward Architects Ltd June 2015; Daylight Sunlight Report by Waterslade May 2015; Lifetime Homes Statement; Arboricultural Report by Simon Pryce Arboriculture 24th June 2015; Basement Impact Assessment by Ellis and Moore 2nd June 2015; Revised basement Impact Assessment by Chelmer Consultancy Services September 2016; Structural Engineer's Report by Price & Meyers July 2016; Outline Construction Programme; ISP Data.

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

- 3 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), balustrading, external doors and sliding grilles;

- b) Details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials, including a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing, (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.

- 4 The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained 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.

- 5 A 1.8 metre high screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected on the south side of the first floor terrace prior to commencement of use of the roof terrace and shall be permanently retained.

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.

- 6 All windows to the side and rear elevations, identified on drawing numbers 1590_P02_E and 1590_P03C as being obscure glazed, shall be installed as such prior to occupation and permanently retained 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 The dwellings hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2); evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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

- 8 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

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

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

- 9 The development hereby approved shall be carried out strictly in accordance with the recommendations of the Basement Impact Assessment report by Chelmer Consultancy Services dated September 2016, specifically insofar as it relates to condition surveys of neighbouring properties, piling, movement monitoring and trigger values, sustainable urban drainage (SuDS) and flood resistance.

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

- 10 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 approved protection details (Arboricultural Report by Simon Pryce Arboriculture dated 24th June 2015) and in line with BS5837:2012 "Trees in Relation to Construction".

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.

- 11 (a) Prior to the commencement of development a programme of archaeological investigation, including the details of the suitably qualified investigating body to carry out such archaeological works as required, in accordance with a Written Scheme of Investigation shall be submitted to and approved in writing by the local planning authority. The development shall then only take place in accordance with such details as have been approved.

(b) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (a), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 14 Prior to the first occupation of the building a plan showing details of the green roof 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 roof, 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: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to construction of the development hereby approved, a sustainability statement demonstrating how sustainable design principles and climate change adaptation measures have been incorporated into the design and construction of the development shall be submitted to and approved in writing by the local planning authority. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

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

Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 You are advised that this proposal may 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 £14,200 (284sqm x £50) for the Mayor's CIL and £142,000 (284sqm x £45) 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.

- 4 In relation to condition 11, the written scheme of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. It must be approved by the planning authority before any on-site development related activity occurs.
- 5 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.

- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 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.
- 8 Reasons for granting permission.

Housing is the Council's priority land use and a residential use on the site is welcomed and recommended by a planning brief for the site. The Neighbourhood Plan, which post-dates the planning brief, encourages more mixed use development in the mews, but supports some new residential use in the mews. Unit 1 would provide a 2-bed unit at basement and ground floor levels with a floorspace of approximately 102sqm (GIA). Unit 2 would be 3 bedrooms over three floors with a floorspace of 188sqm. Both units would exceed DCLG standards in terms of overall floorspace and room sizes. Both units would be dual aspect and have good outlook, access to light and natural ventilation. Unit 1 would have a basement courtyard and ground floor balcony, whilst Unit 2 would have a basement courtyard and 1st floor terrace. Bin stores would be provided within the recessed front entrances. The applicant has also submitted a Lifetime Homes statement, which although no longer required, indicates that the proposed dwellings would offer the necessary adaptability to foster accessible living. A condition will require the dwellings to be constructed in accordance with Part M4 of the Building Regulations.

The site is located within the Bartholomew Estate Conservation Area and the existing garages are of no architectural or historic merit, as such there is no objection to their demolition. This section of the mews is characterised by two storey development rising to three and four storeys where the mews meets Islip Street. The proposed buildings would be constructed in weathered brick with steel balustrading and steel grilles across the recessed entrances. The buildings would feature large openings at the front and rear, with a dual pitched roof terminating in twin gables. The design takes its cue from nos. 25 & 26 to the south, which are identified as making a positive contribution to the character and appearance of the conservation area. These buildings were formerly stables and retain large doors, French doors at first floor level, and the remains of a hoist, reflecting the light industrial character of the mews. The proposal is not considered to harm their special interest. Overall the design is considered to be sympathetic to the mews setting in terms of massing, scale, location, form and materials and would enhance the character and appearance of the conservation area.

The site has a Public Transport Accessibility Level of 6a and lies within the East Kentish Town CPZ; as such both units are required to be car-free in line with policy DP18 which will be secured by a legal agreement. The submitted plans show storage for at least two cycles at ground floor level for Unit 1, and space for 1 cycle for Unit 2. Whilst the London Plan would expect storage for 2 cycles for each unit, it is considered that, due to the constraints of the ground floor, 1 space is acceptable for Unit 2 in these circumstances; a condition will ensure the storage is implemented prior to occupation and retained thereafter. Due to the narrowness of the mews, a Construction Management Plan will be required in line with policy DP20 to demonstrate that construction will not harm the operation of the mews, and will be secured as part of a legal agreement. As the proposed basement abuts the highway, the applicant may need to secure an Approval in Principle from the Highways Department. A financial contribution will be required to reinstate the footway in front of the site in line with policy DP21 which will be secured as part of the section 106 legal agreement.

9 Reasons for granting permission. [contd.]

To the south is no. 25 Wolsey Mews which operates as a women's centre, and to the north is 3-7 Islip Street, a small three storey residential block. There would be limited impact on daylight to no. 25. There are six north facing windows, four of which would be affected, but this space is open plan and not residential. The design has been revised so that a gap of 2.5m would be retained between these windows and the flank elevation of Unit 2 to improve daylight. As no. 25 is to the south, there would be no impact on sunlight. 3-7 Islip Street lies to the north with five south facing windows facing the site 11m away, and a further six perpendicular to the site. The daylight/sunlight report indicates there would be a reduction in daylight and sunlight of 5% or less to these windows, which is acceptable and complies with national guidance. Only one ground floor staircase window would face 3-7 Islip Street and would not overlook the flats. A privacy screen is proposed for the first floor terrace, to prevent overlooking to no. 25, and the remaining three windows facing no. 25 would be obscure glazed. The screening and obscure glazing will be secured by condition. As such, the proposal is not considered to harm the amenity of adjoining occupiers.

The depth of excavation required would vary between 3.5 and 4.2m. A Basement Impact Assessment (BIA) has been reviewed by consultants on behalf of the Council, who advise that there are no slope stability, hydrogeological, or surface water concerns regarding the proposal and advise that the BIA and supplementary documents adequately identify the potential impacts of the proposed basement and, subject to agreement of the Party Wall awards, describe suitable mitigation. They further advise that a Basement Construction Plan is not required, but a condition will be imposed to ensure the recommendations of the BIA are adhered to. The site is within an Archaeological Priority Area and Historic England advise that the development would not cause sufficient harm and recommend a scheme of archaeological investigation be carried out before development commences. This will be secured by condition.

The buildings would utilise large west facing windows for solar gain and passive

heating, water efficient fixtures and fittings and a green roof, details of which will be secured by condition. The design and access statement indicates the building will achieve a 19% reduction in CO2 emissions, beyond 2013 Part L using sustainable and energy efficient measures. A condition will require a sustainability statement to be submitted and approved prior to construction and require evidence to demonstrate that such water efficiency has been achieved.

One tree is approximately 2.5m from the site. The arboricultural statement states that the tree can be adequately protected during construction. This is considered acceptable and a standard tree protection condition will ensure the tree's protection.

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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

One objection has been received prior to making this decision, and duly taken into consideration. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11, CS13, CS14, CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP6, DP16, DP17, DP18, DP19, DP20, DP22, DP23, DP24, DP25, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies, and the Kentish Town Neighbourhood Plan 2016.

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

8 February

2017

(1) SAUL BUDDY HAWARD and CATHERINE HARIOT BURD

and

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

A G R E E M E N T

relating to land known as

Land on the east side of Wolsey Mews, London NW5 2DX
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

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