

DATED 20<sup>TH</sup> APRIL 2017

(1) URBAN HIGH DEVELOPMENTS LTD

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

Garages to the rear of 26 New End Square, London NW3 1LS  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and Sections 38 and 278 of the Highways Act 1980

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Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 6007  
Fax: 020 7974 2962

Ref: 1800.184

THIS AGREEMENT is made the 20<sup>th</sup> day of April 2017

**BETWEEN:**

- i. **URBAN HIGH DEVELOPMENTS LTD** (Co. Regn. No. 09035679) whose registered office is at 5 Underwood Street, London N1 7LY (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 NGL948889.
- 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 16 February 2016 and the Council resolved to grant permission conditionally under reference number 2016/0849/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 The Owner agrees pursuant to Section 38 of the Highways Act 1980 and under the terms of this Agreement to dedicate the Dedicated Area as a highway so that the Dedicated Area will become a highway maintainable at public expense

1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"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 of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

		<p>(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;</p> <p>(ii) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p>
		<p>(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);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p>

		(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:-  (a) the Implementation Date; and  (b) the date of issue of the Certificate of Practical Completion  and for the avoidance of doubt includes the demolition of the existing buildings
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 Dedicated Area"	the land shaded red on Plan 1 annexed

		hereto
2.9	"the Development"	<p>Demolition of six existing garages and the erection of a three storey, two bedroom single dwelling house including the excavation of a basement as show on Supporting Docs: Vehicle Swept path Analysis BSB-NES-SPA-001, 002 AND 003 and PCD1170/SPA/D01 AND PCD1170/SPA/D02, Construction Management Plan dated Dec 2015 by Blue Sky building, Basement Impact Assessment by Michael Alexander ref. P3133 Issue 1.3, Measurement Monitoring Specification by Michael Alexander ref. P3133 dated June 2016, Planning and Heritage Statement by NLP ref. 14297/DG/HH dated February 2016, Daylight &amp; Sunlight Assessment by NLP ref. 14297/DG/BK dated February 2016, Daylight &amp; Sunlight Additional Info: Appendix 1-5 Assessment Model ID14297-002, Arboricultural Method Statement (Draft): Trees by Skerratt ref. 360 dated 12.2.16, Arboricultural Impact Analysis: Trees by Skerratt ref. 360 rev A dated 12.2.16, Design &amp; Access Statement by Dominic McKenzie Architects dated Feb 2016, Energy &amp; Sustainability Statement ref. 1012331 rev B dated 11.2.16 by Cundall, Campbell Reith Independent BIA Audit ref. 12336-39 Rev F1 dated August 2016, Email dated 7.9.16 from Campbell Reith 'Rear 26 New End Square 2016/0849/ BIA', Geotechnical, hydrogeological, ground movement &amp; land contamination assessment by LBH ref.</p>

		LBH4379 ver 3.0 dated July 2016, Michael Alexander BIA Audit Queries - A response tracker and LBH BIA Audit Query, Email dated 14.11.16 from NLP Planning re Garages: BIA Assessment and revised drawing 20/C and approved plans (Prefix: 61_P_) 02, (as existing:) 10, 30, 40, 41, (as proposed:) 20/C, 19, 21/A, 22/A, 23/A, 35/A, 36, 37, 38, 50 and 51
2.10	"the Highways Contribution"	<p>the sum of £11,124 (eleven thousand one hundred and twenty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <ul style="list-style-type: none"> <li>(a) resurfacing the footway, vehicular cross over and footpath adjacent to the Property;</li> <li>(b) paving the Dedicated Area with Yorkstone paving; and</li> <li>(c) any other works the Council acting reasonably considers necessary as a direct result of the Development</li> </ul> <p>all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any</p>

		required statutory undertakers works and excludes any statutory undertakers costs
2.11	"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
2.12	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property the Dedicated Area and the Public Highway
2.13	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.14	"the Parties"	mean the Council and the Owner
2.15	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 16 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/0849/P subject to conclusion of this Agreement
2.16	"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



2.17	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.18	"the Property"	the land known as garages to the rear of 26 New End Square, London NW3 1LS the same as shown shaded grey on Plan 2 annexed hereto
2.19	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.20	"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
2.21	"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 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 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 capped" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

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

The Owner hereby covenants with the Council as follows:-

##### 4.1 **CAR CAPPED**

- 4.1.1 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.

4.1.2 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).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 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 4.1.1 and 4.1.2 of this Agreement.

## **4.2 CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

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

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

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

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

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

### **4.3 DEDICATED AREA**

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4.3.1 The Owner herein agrees that the Dedicated Area will become a public highway maintainable at public expense upon the date of commencement of the Highway Works.

4.3.2 The Council undertakes to maintain the Dedicated Area as a highway at the public expense from the date of commencement of the Highway Works.

4.3.3 The Owner covenants to give the Council its contractors servants and agents licence to enter and remain with or without workman plant and machinery upon so much of the Property that forms part of or is adjoining the Dedicated Area (not including any entry into any building(s) on the Property) as is reasonably and properly necessary for the purpose of complying with its obligations under this Agreement.

4.3.4 Nothing in this Agreement shall be construed as affecting or interfering with the Owner's ownership of the sub-soil of the Dedicated Area (except so much of the sub-soil of the Dedicated Area as is required to support the highway) which shall still form

part of the Property subject to the statutory powers of the Council as highways authority.

- 4.3.5 The Council shall at all times have the right of support from the Property including the sub-soil beneath the Dedicated Area and from any buildings or structures adjacent to or below the Dedicated Area.

#### **4.4 HIGHWAYS CONTRIBUTION**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.4.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.4.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.4.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 
- 4.4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.4.6 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.
- 4.4.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.4.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/0849/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 2016/0849/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4.4 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 2016/0849/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2016/0849/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 and its monitoring on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.



6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

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

**EXECUTED AS A DEED BY** )  
**URBAN HIGH DEVELOPMENTS LTD** )  
**in the presence of:-/** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

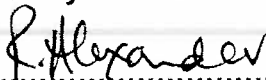


.....  
Director



.....  
Director/Secretary

**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.

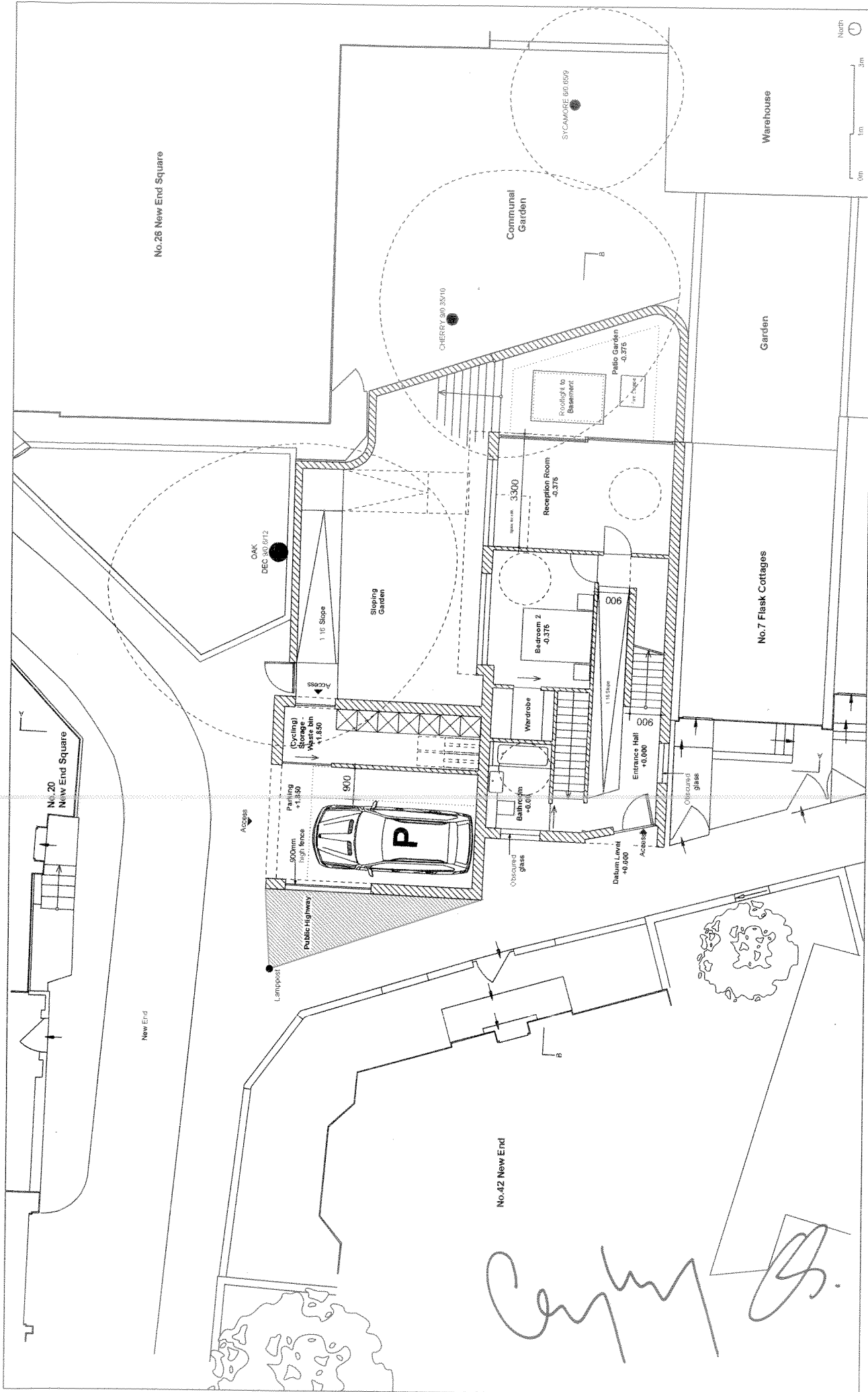
The pro-forma Construction Management Plan can be found on the Council's website at:-

<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**

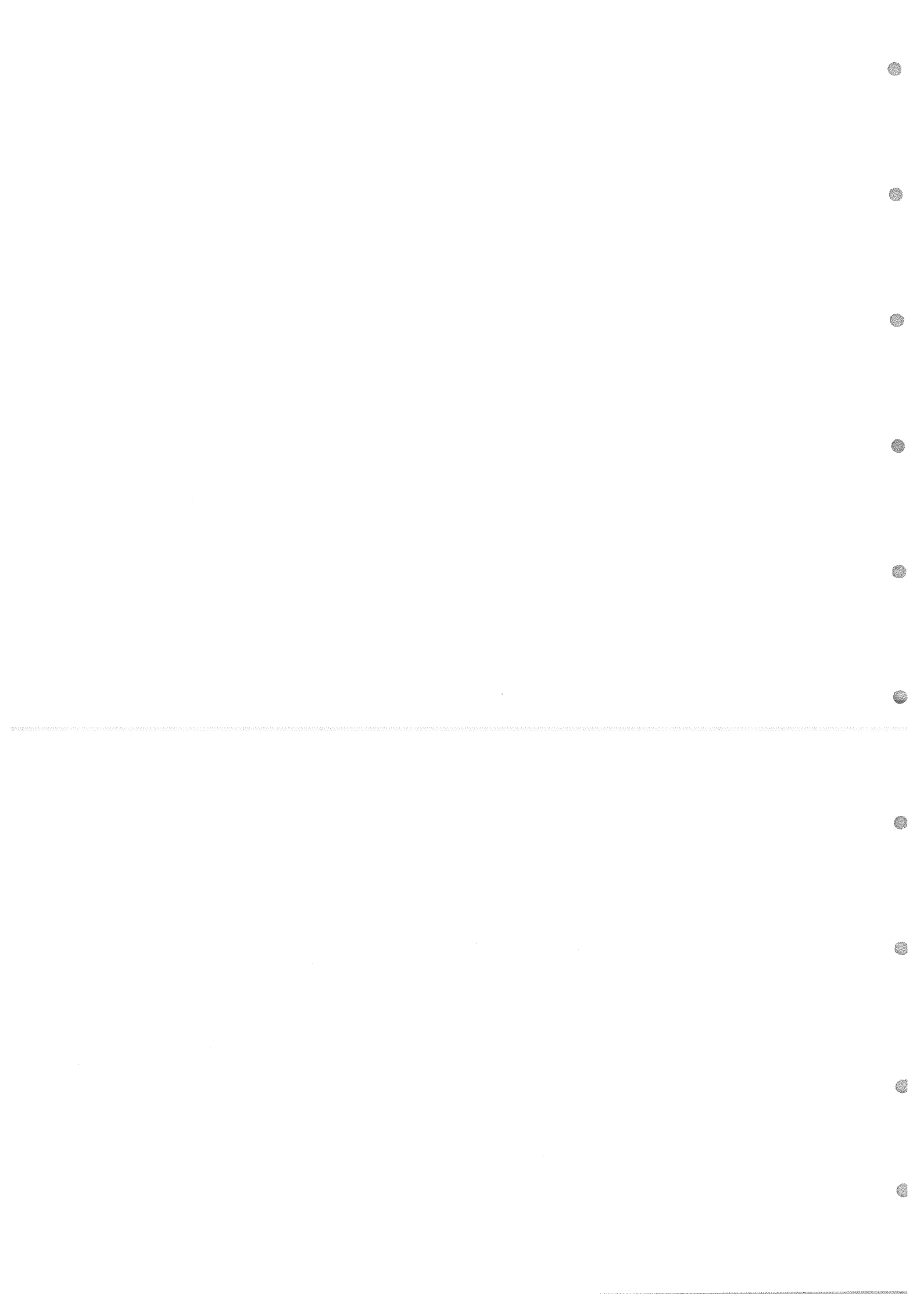




Project: New End - Hampstead  
 Drawing: Proposed Ground Floor Plan  
 Scale: 1:100 @ A3  
 Date: February 2016 Rev C: 10/11/2016  
 Drawing Ref: 61\_P\_20\_Rev C

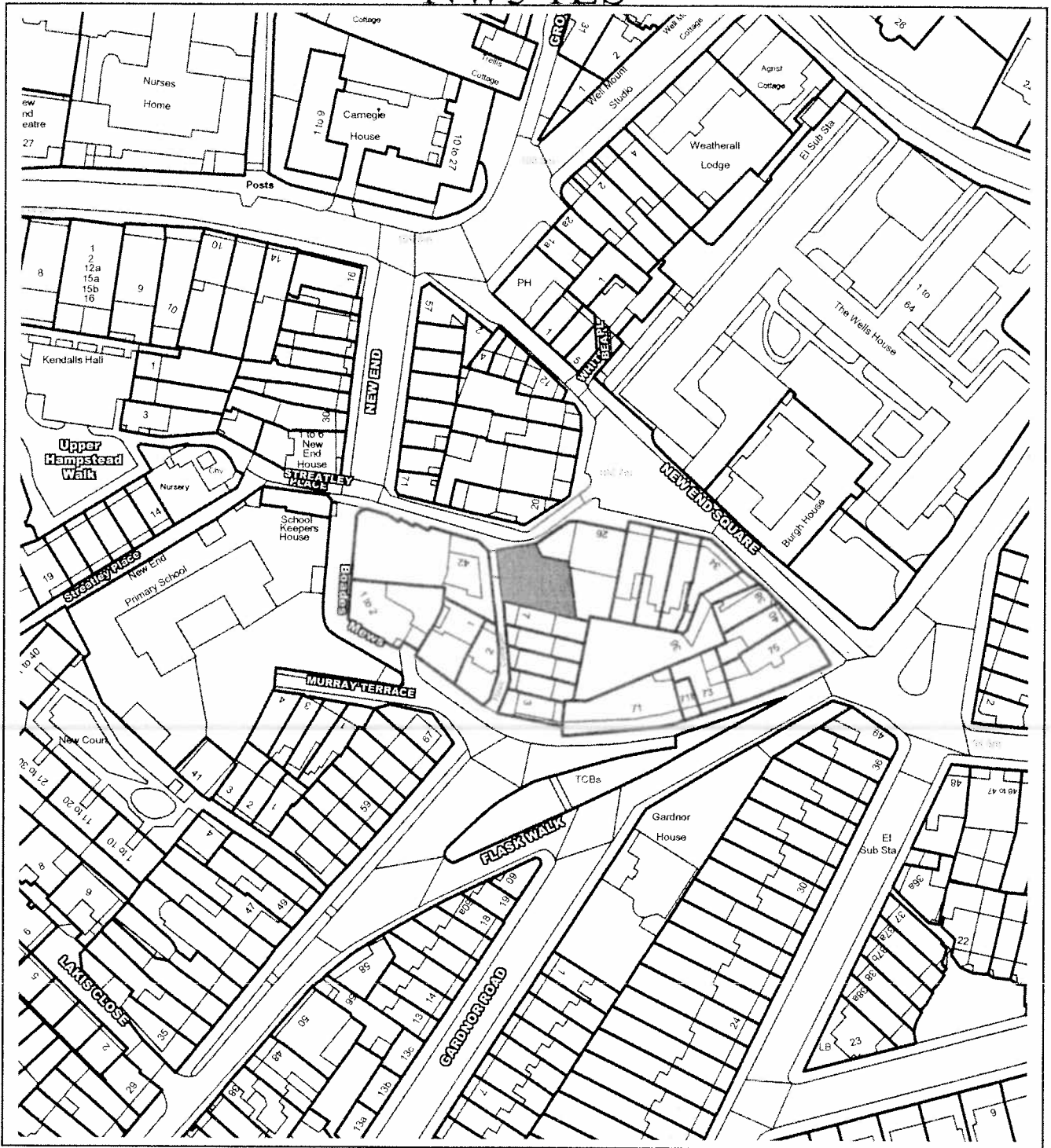
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**DOMINIC  
 MCKENZIE  
 ARCHITECTS**

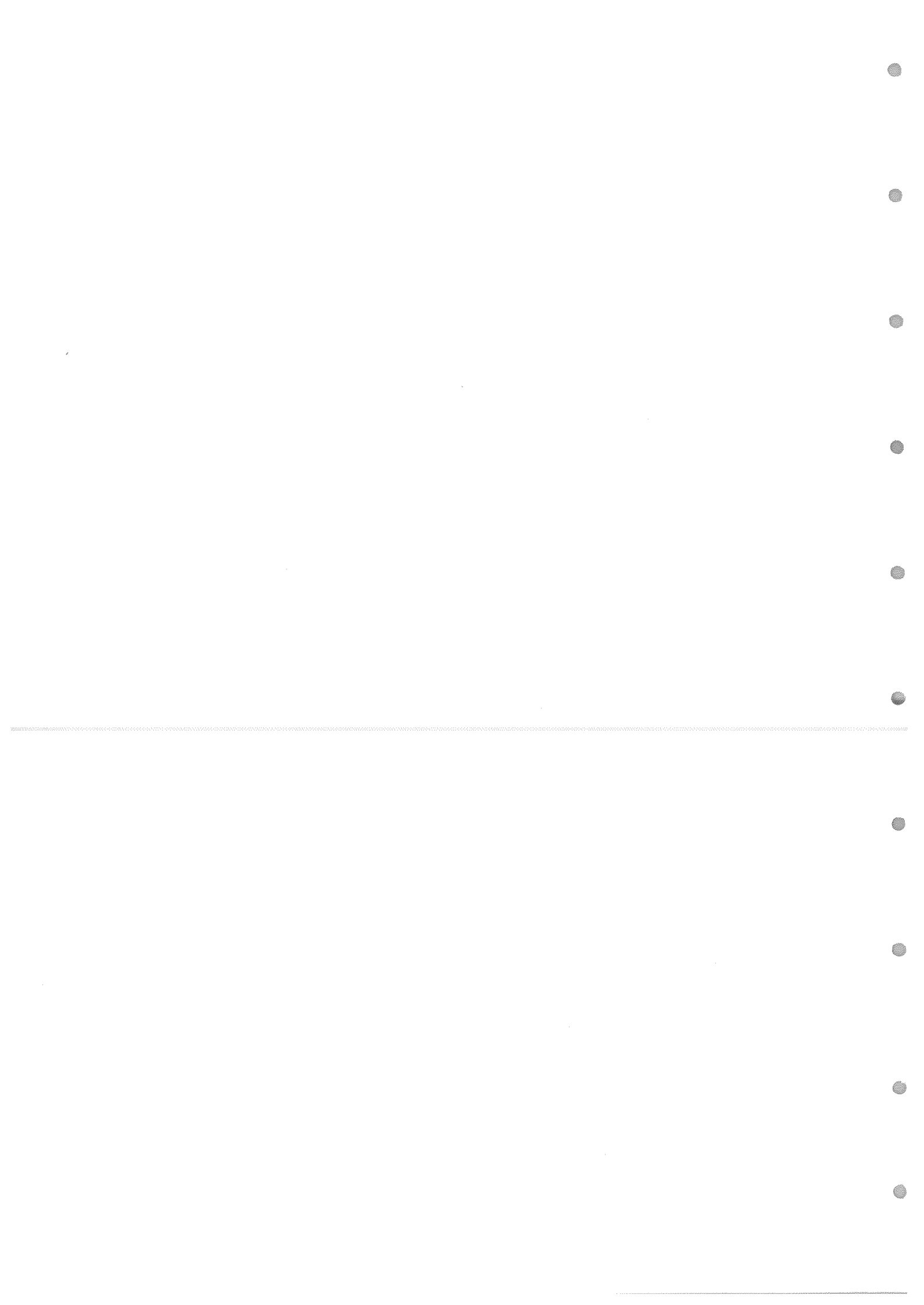


*P. Alexander*

# Garages to the rear of 26, New End Square NW3 1LS



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Nathaniel Lichfield & Partners  
14 Regents Wharf  
All Saints Street  
London  
N1 9RL

Application Ref: **2016/0849/P**

20 March 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 to the rear of 26  
New End Square  
London  
NW3 1LS**

Proposal:

**DECISION**

Demolition of six existing garages and the erection of a three storey, two bedroom single dwelling house including the excavation of a basement.

Drawing Nos: Supporting Docs: Vehicle Swept path Analysis BSB-NES-SPA-001, 002 AND 003 and PCD1170/SPA/D01 AND PCD1170/SPA/D02, Construction Management Plan dated Dec 2015 by Blue Sky building, Basement Impact Assessment by Michael Alexander ref. P3133 Issue 1.3, Measurement Monitoring Specification by Michael Alexander ref. P3133 dated June 2016, Planning and Heritage Statement by NLP ref. 14297/DG/HH dated February 2016, Daylight & Sunlight Assessment by NLP ref. 14297/DG/BK dated February 2016, Daylight & Sunlight Additional Info: Appendix 1-5 Assessment Model ID14297-002, Arboricultural Method Statement (Draft): Trees by Skerratt ref. 360 dated 12.2.16, Arboricultural Impact Analysis: Trees by Skerratt ref. 360 rev A dated 12.2.16, Design & Access Statement by Dominic McKenzie Architects dated Feb 2016, Energy & Sustainability Statement ref. 1012331 rev B dated 11.2.16 by Cundall, Campbell Reith Independent BIA Audit ref. 12336-39 Rev F1 dated August 2016, Email dated 7.9.16 from Campbell Reith 'Rear 26 New End Square 2016/0849/ BIA', Geotechnical, hydrogeological, ground movement & land contamination assessment by LBH ref. LBH4379 ver 3.0 dated July 2016, Michael Alexander BIA Audit Queries - A response tracker and LBH BIA Audit Query, Email dated 14.11.16 from NLP Planning re Garages: BIA Assessment and revised drawing 20/C.

(Prefix: 61\_P\_) 02, (as existing:) 10, 30, 40, 41, (as proposed:) 20/C, 19, 21/A, 22/A, 23/A, 35/A, 36, 37, 38, 50 and 51.

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):

- DRAFT**
- 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 (Prefix: 61\_P\_) 02, (as existing:) 10, 30, 40, 41, (as proposed:) 20/C, 19, 21/A, 22/A, 23/A, 35/A, 36, 37, 38, 50 and 51.

Reason:

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

- DECISION**
- 3 No excavation shall commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

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

- 4 Prior to the commencement of any works on site, tree protection measures shall be installed and working practices on site are to be in line with the arboricultural method statement submitted with the application by R. Skerratt dated 12.02.16 and shall follow guidelines and standards set out in BS5837:2012 "Trees in relation to design, demolition and construction". 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.

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

- 5 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved by the Council as the local planning authority before any works on site are commenced. 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 Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 6 The dwelling 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.

- 7 Prior to the relevant part of the development, details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a [1:100 year event with 30% provision for climate change] [demonstrating 50% attenuation of all runoff] [demonstrating greenfield levels of runoff]. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 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.

- 8 Prior to the relevant part of the development, details of secure and covered cycle storage area for a minimum of 2 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 any of the new units, 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.

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) 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.

- 10 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), external doors, railings, fin (first floor window) and gates;

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).

c) CCTV manufacturers details including fixing locations within carport area.

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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to occupation of any relevant part of the development, the applicant will have constructed and implemented all the measures contained in the , Energy & Sustainability Statement ref. 1012331 rev B dated 11.2.16 by Cundall and such measures shall be permanently retained and maintained thereafter. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems.

Reason: In order to secure the appropriate energy and resource efficiency measures and on-site renewable energy generation in accordance with policies CS13 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.

- 12 The hereby approved lower ground floor bathroom (facing west) and lower ground window (facing south, in the entrance hall) windows shall be obscure glazed and retained as such in perpetuity. The privacy fin hereby approved to the first floor south facing window shall be installed and retained in perpetuity. Prior to commencement of use of the roof terrace and shall be permanently retained. All the above shall be in place prior to first occupation of the development.

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.

- 13 No demolition or development shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and

A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works

B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: In order to minimise damage to the important archaeological remains which exist on this site, 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.

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 With regards to condition 11 (Archaeological investigation) it is advised that the written scheme of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

The archaeological fieldwork is envisaged to comprise the following:

The site lies within an archaeological priority area and historic cartographic sources indicate show buildings within the site 1762, the remains of which could survive. The proposed development however is not extensive and the archaeological impact could be appropriately mitigated through the implementation of an archaeological watching brief during groundworks.

Further information on archaeology and planning in Greater London including Archaeological Priority Areas is available on the Historic England website. The planning application lies in an area of archaeological interest.

A watching brief involves the proactive engagement with the development groundworks to permit investigation and recording of features of archaeological interest which are revealed. A suitable working method with contingency arrangements for significant discoveries will need to be agreed. The outcome will be a report and archive. For further information please contact [Laura.O'Gorman@HistoricEngland.org.uk](mailto:Laura.O'Gorman@HistoricEngland.org.uk) tel: 020 7973 3242.

- 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 £13,150 (263sqm x £50) for the Mayor's CIL and £131,500 (263sqm x £500) 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 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 9 In relation to condition 8; it is recommended that the cycle storage area shall be with improved access internally and separated from the refuse storage. The cycle storage must be secure and sheltered in accordance with CPG 7 and the London Plan 2016.
- 10 The applicant is advised and has previously advised of the need to comply with relevant highways legislation and the need to consult with the Highways Authority and apply for any required stopping up orders under Section 247 of The Town and Country Planning Act 1990.
- 11 In relation to condition 13; The written scheme of investigation will need to be prepared and implemented by a suitably qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

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.

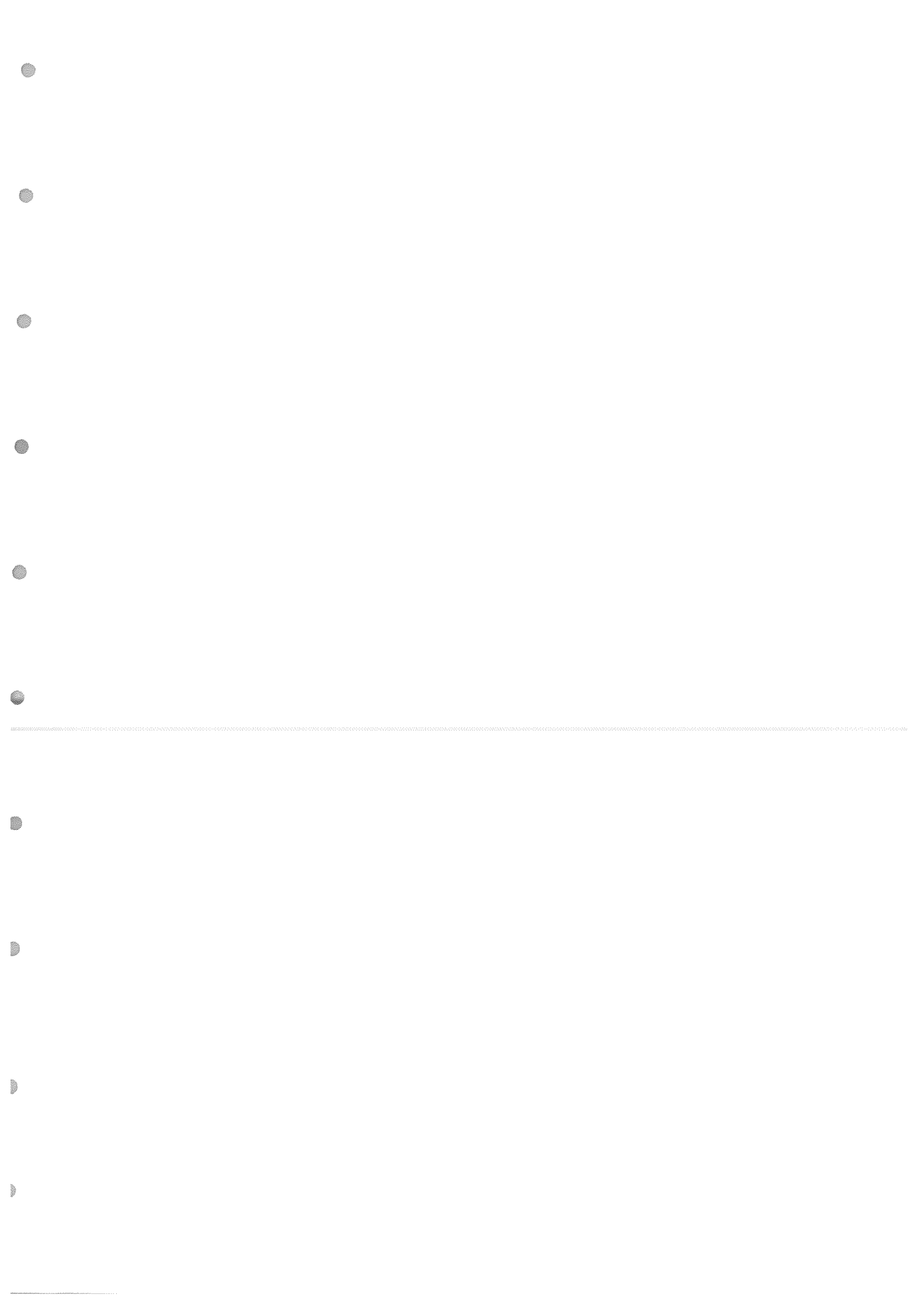
Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**





DATED

2017

(1) URBAN HIGH DEVELOPMENTS LTD

and

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

**AGREEMENT**

relating to land known as  
Garages to the rear of 26 New End Square, London NW3 1LS  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and Sections 38 and 278 of the Highways Act 1980

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Andrew Maughan  
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