

DATED

25 MAY

2017

(1) 1 N R LLP

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T

relating to land known as

1 Norfolk Road, London NW8 6AX

pursuant to

Section 106 of the Town and Country Planning Act 1990

Section 1 of the Localism Act 2011

Section 16 of the Greater London Council (General Powers) Act 1974

Section 278 of the Highways Act 1980

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

Tel: 020 7974 5647

Fax: 020 7974 2962

CLS/PK/1781.792 (final)



THIS AGREEMENT is made the 25th day of May 2017

BETWEEN:

1. **1 N R LLP** (company number OC366185) whose registered office is at 2nd Floor, 69-85 Tabernacle Street, London, EC2A 4RR and whose address for service is at 38 Chester Terrace, Regent's Park, London NW1 4ND (hereinafter called "the Owner") of the first part
2. **EFG PRIVATE BANK LIMITED** (company number 02321802) whose registered office is at Leconfield House, Curzon Street, London, W1J 5JB (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **RECITALS**

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL870488 subject to a charge to the Mortgagee.
- 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 Pursuant to an application by the Owner to the Council for planning permission under Section 73 of the Act for the Development of the Property the Council validated the application under reference number 2015/6051/P and granted the Planning Permission on 16th December 2015.
- 1.4 The Council and the Owner agree that in the interests of proper planning the Development should be regulated in accordance with the terms of this Agreement.

1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit.

1.6 The Mortgagee as mortgagee under a legal charge registered under title number NGL870488 and dated 28th May 2015 is willing to enter into this Agreement to give its consent to the same.

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
- 2.2 "this Agreement" this agreement made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980
- 2.3 "Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been Practically Completed
- 2.4 "Construction Management Plan" the construction management plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and construction of the Development using good site practices 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 appended to this Agreement at Appendix 3, or as otherwise agreed in writing between the Owner and the Council after the date of this Agreement

- 2.5 "the Construction Phase" the whole period between
- (i) the commencement of demolition of the existing buildings; and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.6 "Development" erection of 3 storey building with double basement for use as a single-family dwellinghouse (Class C3) (following demolition of existing dwellinghouse) pursuant to the Planning Permission
- 2.7 "First Section 106 Agreement" the agreement under Section 106 of the Act between the Owner the Council and DB UK Bank Limited dated 31st May 2013 relating to the Property a copy of which is appended hereto at Appendix 2
- 2.8 "Highways Contribution" the sum of £11,500 (eleven thousand five hundred 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 repaving the footway adjacent to the site frontage and repaving of the existing crossover adjacent to the site all in like for like materials so far as reasonably practicable ("the Highways Works")

- 2.9 "Informative 2" the informative numbered "2" of the Planning Permission
- 2.10 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.11 "Occupy" the first date when any part of the Development is occupied and the phrases "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" the Council, the Owner and the Mortgagee
- 2.13 "the Planning Permission" the planning permission granted under Section 73 of the Act dated 16 December 2015 and allocated reference number 2015/6051/P in relation to the Development at the Property a copy of which is attached hereto at Appendix 1
- 2.14 "Practical Completion" completion of the Development of the Property in accordance with the terms of the Owner's building contract for the construction of the Property and "Practically Completed" shall be construed accordingly
- 2.15 "the Property" the land known as 1 Norfolk Road, London NW8 6AX shown edged red on the plan annexed hereto at Appendix 4
- 2.16 "the Public Highway" the carriageway footway and/or verge adjoining the Property maintainable at public expense

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 1 of the Localism Act 2011, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980.

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 the obligations contained within this Agreement shall become binding upon the Owner upon the date of this Agreement.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 Highways Contribution

4.1.1 On or prior to the date of this Agreement to pay to the Council the Highways Contribution in full.

4.1.2 By no later than three (3) months of the date of this Agreement to submit to the Council the Level Plans for approval.

4.1.3 Not to Occupy or permit Occupation of the Development 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 (such notice not to be unreasonably withheld).

4.1.4 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 undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.1.5 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 together with a schedule of costs included in the Certified Sum.

4.1.6 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen (14) days of the issuing of the certificate pay to the Council the amount of the excess.

4.2 **Construction Management Plan**

To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in 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 upon notice from the Council forthwith take any steps reasonably required to remedy such non-compliance.

5 **MISCELLANEOUS PROVISIONS**

5.1 The Council hereby confirms that:

5.1.1 the First Section 106 Agreement does not bind the Planning Permission notwithstanding the wording of Informative 2; and

5.1.2 Informative 2 has no legal effect.

5.2 Neither the Owner nor the Mortgagee 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.

- 5.3 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.
- 5.4 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.
- 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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 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 this Agreement and shall cite the clause of this 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 reference number 2015/6051/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 this 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.

7 MORTGAGEE EXEMPTION

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the obligations only in the event that it becomes a mortgagee in possession of the Property.

8 RIGHTS OF THIRD PARTIESThe 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
1 NR LLP
Acting by its designated members)
)

Designated Member: (CAPITALS)

JASMINE LISTER

Designated Member Signature:

Jhi

Designated Member: (CAPITALS)

RICHARD LISTER
for Barings NR Limited

Designated Member Signature:

Richard Lister

EXECUTED as a Deed by
EFG PRIVATE BANK LIMITED
by

x David Gwyther

(signature)

in the presence of:-

x PETER CURTIS

(signature)

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

Authorised Signatory





Appendix 1
Planning Permission



Mr. John Cameron
Cameron Louro Ltd
170 Avenue Road
London
W3 8QQ

Application Ref: **2015/6051/P**
Please ask for: **Tania Skelli-Yaoz**
Telephone: 020 7974 **6829**

16 December 2015

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Variation or Removal of Condition(s) Granted

Address:
1 Norfolk Road
London
NW8 6AX

Proposal:

Variation of condition 2 of appeal ref. APP/X5210/A/13/2190084 allowed on 18/06/13 [planning permission ref. 2012/2720/P] for erection of 3 storey building with double basement for use as a single-family dwellinghouse (Class C3) (following demolition of existing dwellinghouse), namely elevational changes to the design of the house including alterations to fenestration and reducing the ridge height.

Drawing Nos: 100 D, 101 D, 102 D, 103 D, 104 D, 105 D, 106 D, 107 D, 108 D, 109 D, 110 D, 111 D, 112 D, 113 D, 114 D, 115 D, 116 D, 117 D, 118 C, 111 D, 109 D, 112 D, 110 D, 100 D [All Ben Penarth & Associates drawings].

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

Condition(s) and Reason(s):

- 1 Condition 2 of the appeal allowed on 14th June 2013 under reference number APP/X5210/A/13/2190084 shall be replaced by the following condition:



The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan, (as proposed:) 100 D, 101 D, 102 D, 103 D, 104 D, 105 D, 106 D, 107 D, 108 D, 109 D, 110 D, 111 D, 112 D, 113 D, 114 D, 115 D, 116 D, 117 D, 118 C.

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

Informative(s):

- 1 The proposed changes include alterations to the fenestration on all elevations, minor reduction in ridge height and other minor amendments to the design of the building. There are no changes to the height, size and location of the building within the site. The alterations to the fenestration and overall design are for aesthetic reasons and aim to improve the appearance of the building. This is considered acceptable.

The site is not located in a conservation area and the changes are considered to be minor in comparison to the approved scheme. The alterations are visible from the public realm but are not considered to harm the appearance of the development or area. The changes are considered to have a limited impact on the character and appearance of the resulting development. The details comply with the Council's policies and guidance for design alterations.

There would be no increased overlooking as a result of the proposals. The proposals would not harm residential amenity of neighbouring occupiers.

Neighbouring occupiers were consulted on the application. The site's planning history was taken into account in coming to this decision.

As such, the proposed details are in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategies, and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of the London Plan March 2015 (consolidated with alterations since 2011); and paragraphs 14, 17, 56-66 and 126-141 of the National Planning Policy Framework.

- 2 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions and S. 106 obligations as attached to the previous planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Ed Watson', written in a cursive style.

Ed Watson
Director of Culture & Environment



Appendix 2
First Section 106 Agreement



DATED

31ST MAY

2013

(1) 1 NR LLP

and

(2) DB UK BANK LIMITED

and

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

A G R E E M E N T

relating to land known as
1 Norfolk Road, London NW8 6AX
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 5826
Fax: 020 7974 1920

G:\case files\culture & env\planning\al\s106 Agreements\1 Norfolk Road
CLS/COM/AL/1685.1620
FINAL 30.05.13

THIS AGREEMENT is made the *31st* day of *MAY* 2013

BETWEEN:

- i. **1 NR LLP** (LLP registration number OC366185 whose registered office is at 2nd Floor, 69-85 Tabernacle Street, London EC2A 4RR and whose address for service is at 38 Chester Terrace, Regents Park, London NW1 4ND (hereinafter called "the Owner") of the first part
- ii. **DB UK BANK LIMITED** (Company number 00315841) whose registered office is at 23 Great Winchester Street, London, EC2P 2AX (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL870488 subject to a charge to the Mortgagee.
- 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 24 May 2012 under reference number 2012/2720/P.
- 1.4 An Appeal under Section 78 of the Act in respect of the non-determination of the Planning Application was submitted by the Owner to the Planning Inspectorate under reference number APP/X5210/A/13/2190084/NWF
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 The Owner and the Council have agreed the terms in the form set out in this Agreement pursuant to the provisions of Section 106 of the Act in the event of the grant of Planning Permission.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL870488 and dated 10 August 2012 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

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 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) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) 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 Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing buildings

2.6 "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

2.7 "the Development"

Erection of 3 storey building with double basement for use as a single-family dwellinghouse (Class C3) (following demolition of existing dwellinghouse) as shown on drawing numbers Site Location Plan; (Prefix 2724)001, 010, 011, 012, 013, 015, 016, 017, P200P, P201P, P203P, P110P, P204SK K, P205PB, P209-2p, P210pA, P211Pa, P212pB, P213pA, P230P, P231P, P232P, P233P, P236P, P238P, P239P, P240P, P241P, P400P, SK202p, P401p, P402p; Geotechnical Desk Study Report by GroundSure GeolInsight Consultants issued 19th

January 2012; Basement Impact Assessment - Land Stability - by HPM Consultants dated February 2012; Basement Impact Assessment - Hydrology and Hydrogeology - by HPM Consultants dated February 2012; Basement Impact Assessment – Structural Engineering Report - by HPM Consultants dated April 2012; Site Investigation Report by HPM dated February 2012; Materials Efficiency Statement For Barrett Lloyd Davis Associates Ltd. Dated September 2012 V3.0; Planning sunlight, daylight and overshadowing report by BDLA CONSULTANCY 26/4/12; BRE global pre-assessment code for sustainable homes assessment report dated 12/9/12; Sustainability Statement for BLDA, dated September 2012 V3.1; Energy Statement for BDLA, dated September 2012, V3.1

2.8 "the Highways Contribution"

the sum of £11,500.00 (eleven thousand five hundred 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 of works to the Public Highway and associated measures in the vicinity of the Property such works to include repaving the footway adjacent to the site frontage, and repaving of the existing crossover size and location adjacent to site on Norfolk Road all in like for like materials ("the Highways Works") 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
- 2.9 "Implementation" the implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.10 "Implementation Date" the date of Implementation of the Development.
- 2.11 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council the Owner and the Mortgagee
- 2.13 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 24 May 2012 under reference number 2012/2720/P
- 2.14 "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
- 2.15 "the Planning Permission" any planning permission granted for the Development by the Secretary of State under reference APP/X5210/A/13/2190084/NWF pursuant to the appeal against the non-determination of the Planning Application

- 2.16 "the Property" the land known as 1 Norfolk Road, London NW8 6AX the same as shown shaded grey on the plan annexed hereto
- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.18 "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
- 2.19 "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
- 2.20 "Secretary of State" the Secretary of State for Communities and Local Government or such other person or organisation who has the jurisdiction from time to time to determine the Planning Application.
- 2.21 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation (alternatively, if the Secretary of State makes a finding in its Appeal decision letter that any provision in the Sustainability Plan (or that the Plan itself) is not necessary then the relevant provision will be removed from the Agreement and will be addressed in accordance with an appropriate direction and wording from the Secretary of State) which shall include:-

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 be conditional on the grant of the Planning Permission and in the event of a grant of Planning Permission become binding upon the Owner upon the Implementation Date.

3.6 The Parties save where the context states otherwise shall include their successors in title.

3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.4 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 **Highways Contribution**

4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.1.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.

4.1.3 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.

4.1.4 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 together with a schedule of costs included in such Certified Sum.

4.1.5 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.

4.2 **Construction Management Plan**

4.2.1 On or prior to the Implementation Date to provide 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 approved the Construction Management Plan as demonstrated by written notice to that effect (whose approval shall not be unreasonably withheld or delayed).

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 **Sustainability Plan**

4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.3.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council (whose approval shall not be unreasonably withheld or delayed) as demonstrated by written notice to that effect

4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council (whose approval shall not be unreasonably withheld or delayed) in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan unless otherwise agreed with the Council (whose approval shall not be unreasonably withheld or delayed).

4.4 **Car Capped**

4.4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently.

4.4.3 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 4.4.1 of this Agreement.

5. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:

5.1 **Highway Works**

- 5.1.1 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (on the basis that the Owner's project manager contact the Council) to establish a programme that seeks to carry out and complete the Highway Works at the same time as the Development.

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

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 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 planning reference 2012/2720/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 5 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and section 278 of the Highways Act 1980, 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.

- 6.5 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 £1,000.00 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.
- 6.6 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 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 reference 2012/2720/P.
- 6.7 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZN467ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 6.8 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.
- 6.9 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

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

6.10 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.

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

7.1 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:

7.1.1 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 reference number 2012/2720/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.

7.1.2 the Owner shall be addressed to c/o Gallagher & Co PO Box 698, 2nd Floor Titchfield House, 69-85 Tabernacle Street, London EC2A 4RR and to be sent by fax 020 7490 5354 for the attention of Sam Clarke

7.1.3 the Mortgagee shall be addressed to DB UK Bank Limited, Winchester House, 1 Great Winchester Street, London EC2N 2DB and to be sent by fax 020 7545 4879 for the attention of Oliver Peck
or to such other address or fax number as is notified by one part to the others from time to time.

7.2 This Agreement shall be registered as a Local Land Charge.

7.3 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

and the Monitoring Fees within 14 days of the date of issue of the Planning Permission

- 7.4 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.
- 7.5 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.
- 7.6 Neither the Owner or the Mortgagee 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.
- 7.7 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.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 7.9 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council

considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.

8. **MORTGAGEE EXEMPTION**

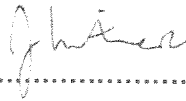
8.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

9. **RIGHTS OF THIRD PARTIES**

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

EXECUTED AS A DEED BY)
1 NR LLP)
acting by its Designated Members)
)



.....
Designated Member




WARWICK CONSIDERANCY
SERVIC
69-85 TABE REET
LOND AR

for DARUNA INRLIMITED


.....
Designated Member

CONTINUATION OF SECTION 106 AGREEMENT FOR 1 NORFOLK ROAD LONDON
NW8 6AX (2012/2720/P) BETWEEN 1NR LLP DB UK BANK LIMITED AND LONDON
BOROUGH OF CAMDEN

EXECUTED as a Deed
By DB UK BANK LIMITED
By
in the presence of:-

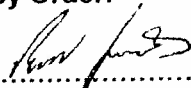

.....

MICHAEL HALL

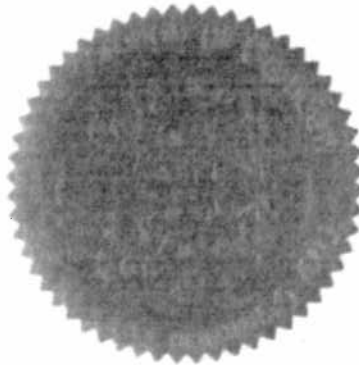
WITNESS: OLIVER BECK


WINCHESTER HOUSE
1 GREAT WINCHESTER STREET
LONDON
EC2N 2DB.

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


.....

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.

- v) The Construction Management Plan should also include the following statement:

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

1 Norfolk Road, London NW8 6AX

2012/2720/P



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*John
Lawson*

MSA
MICHAEL HALL



DATED

31st MAY

2013

(1) 1 NR LLP

and

(2) DB UK BANK LIMITED

and

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

A G R E E M E N T
relating to land known as
1 Norfolk Road, London NW8 6AX
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 5826
Fax: 020 7974 1920

Appendix 3

Construction Management Plan



ADAM'S ROW
CONSTRUCTION

Construction Management Plan
1 Norfolk Road NW8 6AX

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1. Introduction

1.1 Objectives the Plan:

The agreed contents of the construction management plan must be complied with unless otherwise agreed with Camden Council. The project manager shall work with the Council if problems arise in relation to the construction of the development. Any future revised plan must be approved by the Council and complied with thereafter.

The purpose of the Construction Management Plan is to outline our approach to managing the demolition and re-construction works for 1 Norfolk Road, London, NW8 6AX. This document includes specific comment on site establishment, logistics and the process of managing the overall environment surrounding 1 Norfolk Road. It will also ensure that the works cause the minimum disruption to the adjacent residents with a safe working and living environment.

The Construction Management Plan has been prepared by Adams Row Construction LLP acting as the Principle Contractor; 73 Cornhill, London, EC3V 3QQ. Contact: Alan Locke (e: alan@adamsrow.co.uk m: 07850 432292)

The proposals expressed are to enable third parties to understand the nature of the works and the various construction activities associated with the development. Formal approvals and activity methodology approaches will be addressed in detailed submissions to the design team and the Client. Liaison with the neighbours and interested parties will continue throughout the project, as information is updated and as the project develops. Particular attention will be paid to ensure that the neighbours are kept apprised of progress and future works on the project.

The information provided in this document is an overview of the demolition and reconstruction of 1, Norfolk Road. Generic statements herein are to be further developed into plans, procedures and detailed method statements as the project develops and as required by legislation and regulations.

This Plan is to inform interested parties. It is not intended as a primary source for method statements for construction or as the basis for any of the specialist trade contractor portions of the works.

1.2 Project overview:

The proposals for this development comprise:

- Demolition of the existing dwelling
- Construction of a reinforced concrete double basement within a perimeter piled wall.
- Construction of a detached three story residence above ground level with a reinforced concrete frame, rendering with features, steel and timber roof, roof finishes, high quality internal finishes, pool installation, mechanical and electrical services installations., lift installation, drainage and external works including landscaping.

2. Project Background

2.1 Site Description

The site is located on the north side of Norfolk Road between the junctions with Woronzow Road and Avenue Road. The site originally comprised a detached two storey residential property with a small basement together with front and rear landscaped gardens.

The property is within the Borough of Camden on the border of the City of Westminster.

Avenue Road (B525) is the main north-south strategic route in the vicinity of the site providing a connection with the A41 Finchley Road to the north and the A5205 Prince Albert Road to the south, which bounds Regent's Park. Avenue Road has a wide carriageway of circa 9.2 metres with advisory cycle lanes in both directions and traffic calming measures in the form of speed humps.

Queens Grove and Acacia Road passes run parallel with Norfolk Road to the north and south respectively, providing an east-west link effectively between the A41 Finchley Road and Avenue Road. The carriageways are approximately 7.3 metres in width and Queens Grove has traffic calming features in the form of speed humps.

Queens Grove and Acacia Road are predominantly residential in nature and offers connections to other nearby residential roads.

The A41 forms part of the Transport for London Road Network (TRLRN) and is part of the strategic highway which connects central London to the south with the North Circular (A406) and A1 and M1 to the north.

The site is located within a Controlled Parking Zone (CPZ) which includes both Avenue Road and Queens Grove. The immediately adjacent enforcement area is identified as CA-J and restricts parking to permit holders only between 8:30am and 18:00pm Monday to Friday.

3. Proposed Site Works

3.1 Outline Construction Programme

The demolition and site clearance works commenced in April 2016. Works covered by Party Wall legislation commenced in July 2016 with underpinning of boundary and adjoining walls. Piling is due to commence in early August 2016. The basement construction is due to be completed in March 2017 with the RC frame above ground completed May 2017. The envelope of the building is due to be completed by the end of 2017. The internal fitting out works and external landscaping are due to be completed by August 2018.

4. Construction Management Action Plan

The following sections outline the key elements for further consideration. This document demonstrates our commitment to manage and mitigate concerns.

The features outlined below are specific to this development. Many of the issues will be dealt with in our more detailed site based method statements. Method statements will be prepared and agreed with Adams Row Construction for all major site operations in advance of the relevant works commencing. This will be particularly important for demolition, piling, excavation and structural works.

4.1 Communication

4.1.1 Neighbourly Relations:

The site is within a residential area. It is recognised and acknowledged that maintaining good neighbourly relations is assisted greatly by good communication, and by keeping third parties regularly informed of site activities likely to impact on adjoining residents. Adam's Row Construction have found that listening to reasonable concerns and adapting their approach where appropriate and possible demonstrates a considerate and professional approach and will maintain a well-balanced relationship.

Regular newsletters will be produced to keep neighbours advised of future significant events, general progress of the works and the requirements for any abnormal works. The first newsletter has already been distributed to neighbours and no concerns or issues have yet been raised

Appropriate signage and information boards are already and will continue to be displayed on site hoardings, including providing contact details should any problems or concerns need to be raised.

The Site Manager during the Basement Substructure and Superstructure works is Liam Murphy who can be contacted on 020 8732 3030.

Community liaison on behalf of the developer is being undertaken by Mark Hailey (e: mark@adamsrow.co.uk m: 07789653761) and Alan Locke (e: alan@adamsrow.co.uk m: 07850 432292) whose details are also included on the newsletters distributed to local residents.

4.1.2 Neighbour Consultation

Prior to the submission of the Section 73 application (consented in December 2015) to change the external appearance of the house both the immediate neighbours and those who had made representation during the original planning approval process were consulted on the revised scheme. Without exception all those consulted including the St John's Wood Society and the Eyre Estate agreed the revised design as a significant improvement over that which was originally approved. It is the revised scheme that is being implemented currently.

In addition to the distribution of regular newsletters to the local residents, which commenced prior to the basement construction works beginning, the immediately affected neighbours were invited to a residents meeting to discuss the construction works, how we will manage the works, its effect on neighbours and to answer any other queries they may have about the scheme or anything associated with the works.

In the event no neighbours attended the meeting. A copy of this CMP has therefore been sent to those neighbours so they are aware of its contents and in case they wish to raise any concerns in due course.

4.1.3 Considerate Constructors Scheme:

The site has been registered and will comply with the requirements of the Considerate Constructors Scheme for the duration of the project.

The works including demolition will be carried out in accordance with the Considerate Constructors Scheme and in such a way as to minimise the impact on the local environment and amenities. Materials will be re-cycled wherever possible.

A contact board is already displayed and will continue to be displayed outside the site providing contact details. This will include names and telephone numbers of key construction staff that neighbours and the general public can contact should they have cause to do so.

A complaints book will be kept on site, which will be used to record details of any complaints. This will include the name of the person making the complaint, the date, time and nature of the complaint and the action necessary to resolve the complaint. The complaints book will be regularly reviewed to ensure that any complaints are dealt with and addressed promptly (*sample below*).

Complaints Register

Site Location: 1 Norfolk Road

Date Received	Name and Details of caller	Complaint and or concern raised	Adam's Row Construction signature	Action Taken

4.2 Site Establishment:

A solid boarded hoarding has already been erected to the frontage of the site on the line of the existing front garden wall with separate access gates for pedestrians and vehicles. Hoarding has also been erected on top of the garden boundary walls to provide both privacy and protection to the adjoining properties. The hoarding will, once the sub-structure works have been completed, have a vinyl graphic in an agreed design and be kept in a clean condition throughout the works.

A site office and welfare facilities has been established on site. Due to the sequencing and nature of the works site accommodation will need to be re-located as the works proceed.

It is not intended to have any temporary structures overhanging the public highway.

Temporary power, water and drainage have been established to serve the site.

Existing site Gas supply was disconnected by National Grid prior to demolition works commencing.

Existing Electricity supply was disconnected by UKPN and a 3 phase, 100amp, 70kva Temporary Builders supply is being installed for use during construction works.

The existing Thames Water supply on site will remain in place during the duration of the project.

A New Gas supply will be required on completion of the project.

A New mains water supply will be required on completion of the project.

It is hoped that the existing 3 phase temporary builder's supply will be used for the new permanent supply on completion of the project and the Temporary Builders supply has been installed on this basis with UKPN agreement.

4.2.1 Access:

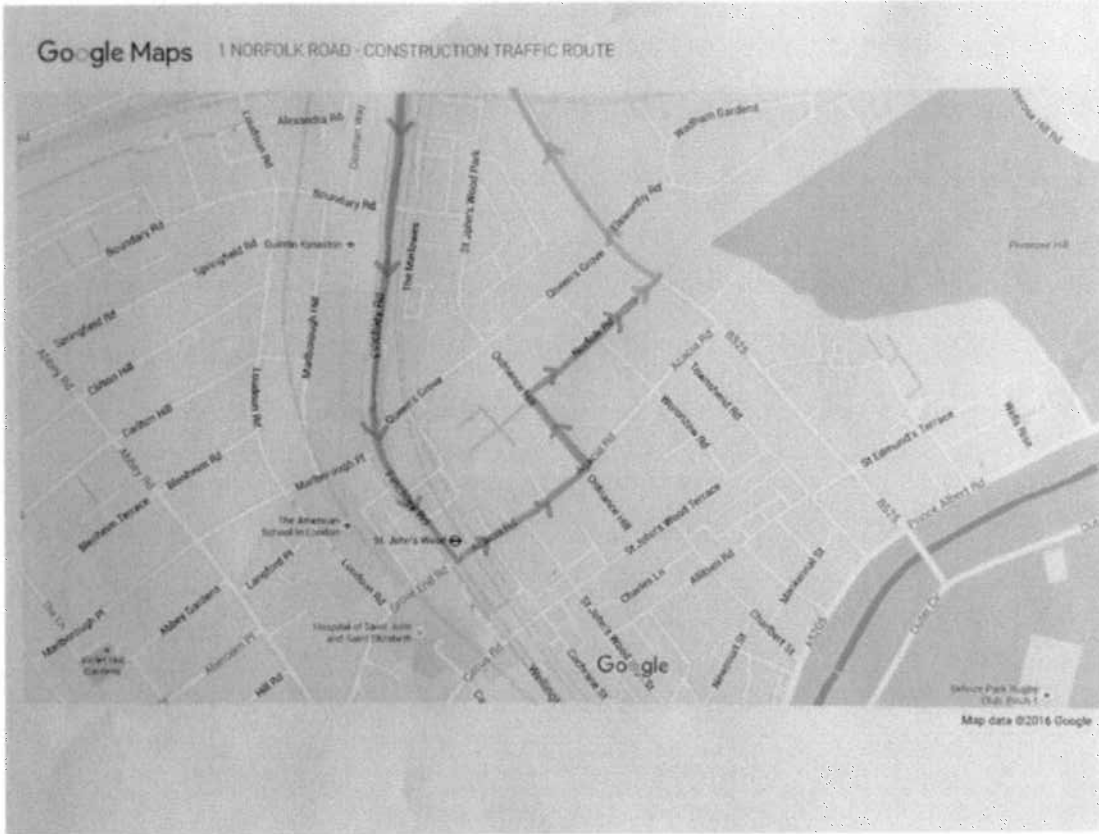
Vehicular access to the site from the A41 Finchley Road / Wellington Road will be via Acacia Road, Ordnance Hill and Norfolk Road. There is no direct vehicular access into Norfolk Road from Avenue Road as Norfolk Road is one-way at the junction with Avenue Road.

A permit parking bay approximately twelve metres long is located adjacent to No. 1 Norfolk Road. Part of this bay will need to be suspended at certain times during the works. Such suspension would not normally require traffic restrictions, however in the event of an item such as a mobile crane being required to be positioned on the road, a partial or full road closure maybe required. These would all be agreed in advance with Camden Council and the necessary fees paid to Camden, together with the appropriately managed traffic management schemes being put in place.

Vehicles leaving the site will leave Norfolk Road and turn into Avenue Road.

See Map below for the route details.

1 Norfolk Road – Construction Traffic Route



Following deliveries, the road will be inspected and cleaned as necessary. This could include manual sweeping and cleaning of the road or using a mechanised road sweeper as required.

Access and egress for site personnel and visitors will also be from Norfolk Road via a security gate on to site.

No car parking will be allowed on site for either staff or operatives. We will encourage all operatives to use public transport and walk or cycle to site.

All contractors, sub-contractors and suppliers will be notified of the access and traffic management arrangements in their works orders and a copy of the CMP will be appended to their order. Additionally all contractors and sub-contractors will have these requirements reinforced and explained in detail during their pre-start meetings held before they commence any works on site.

All visitors to the site will, at the time their appointment is confirmed, be sent details of the access arrangements including details of the public transport options available and the availability of temporary bike storage and noting there is no site parking available.

4.2.2 Traffic Management:

Norfolk Road is a two-way road but with no vehicular access directly from Avenue Road and is approximately nine metres wide. If it becomes necessary to park a delivery vehicle adjacent to the site there will still be ample room for two way traffic and emergency vehicles to use Norfolk road without being obstructed. Traffic cones would be placed adjacent to the vehicle to warn cyclists and other road users of the parked vehicle. It would not normally be necessary for delivery vehicles to turn around in Norfolk Road as they can leave the site in either direction.

Our aim is to load / unload vehicles on site wherever possible and not on the public highway.

A traffic marshal will manage vehicles attending the site so as to minimise any impact on adjacent neighbours. Delivery vehicles will access the site as outlined above.

Due to the limited space available on the site (outside the basement excavation) and to limit the extent of temporary works required and thus vehicle movements to deliver and remove the temporary works it has been agreed to employ a 'top down' construction sequence. The ground floor slab would be constructed prior to the bulk excavation to gain useful storage / delivery space. A platform will be installed to make up the difference in level of the ground slab and road level to allow vehicles to turn off the road and onto the site. The width of the road is such that even with residents parked in the residents parking bays opposite the vehicles can safely turn into the site under the supervision of the traffic marshal.

Deliveries will be managed on a 'just-in-time' basis due to the limited storage facilities available on site, but in as large a loads as possible to minimise the number of vehicle journeys. Deliveries will be carefully planned, pre-booked on to a delivery schedule chart and managed on site to avoid multiple vehicles arriving at once and to ensure no back up of vehicles in Norfolk Road and timed to minimise disruption to neighbours.

The majority of vehicles particularly during the completion of the envelope and the internal fitting out will be of the 2 axle rigid variety with a gross weight not exceeding 18 tonnes, and wherever possible deliveries will be made in vehicles not exceeding 7.5 tonnes, where this would not require unnecessary additional vehicle journeys for the delivering company. Smaller ad-hoc deliveries will be encouraged in vans not exceeding 3.5 tonnes. However during the basement construction both 3 & 4 axle rigid vehicles (gross vehicle weight not exceeding 26 and 32 tonnes respectively) will be utilised primarily for both concrete deliveries and the removal of the excavated material. Whenever possible articulated lorry's will not be used, but some of the large items of plant and the reinforcement for the concrete and piling may necessitate the use of such vehicles on an occasional basis.

All contractor's, sub-contractors and suppliers operating vehicles over 3.5 tonnes will be required to be a member of TfL's Fleet Operator Recognition Scheme or similar at the Bronze level.

A chart indicating the approximate number of vehicles attending the site is appended with this construction management plan. This will be developed and refined as further information becomes available.

All deliveries to site will be undertaken with full regard paid to:

- Reduction and control of plant movements
- Reversing vehicles directed by a Competent Person
- Pedestrian, cyclist and vehicle directional signage – suitable barriers will be erected when deliveries arrive to prevent pedestrians accessing the unloading area.
- Mobile plant will only be operated by a Competent Person with a Banks Person in attendance to direct movements

Consultation with Camden will continue throughout the project to ensure:

- Construction methods minimise the potential impact on nearby residents
- Maintenance of the existing public highway
- Segregation of all pedestrians, public or employees, on or in the vicinity of the site

4.2.3 Protection of listed buildings:

No. 2 Norfolk Road is a Grade II listed building. A solid timber hoarding has been erected along the boundary with No. 2 to protect the garden / boundary wall for the duration of the works.

External scaffolding erected adjacent to the boundary of No. 2 will be fully enclosed with monarflex sheeting to ensure that any dust etc. is contained within the site and does not migrate to adjacent properties.

4.2.4 Stability of adjacent properties

The design of the new basement and the decision to employ a 'top-down' construction methodology for the basement has taken account of the ground movement analysis contained with the BIA submitted with the planning application and has been specifically designed to minimise any risk to the stability of adjacent properties.

A structural monitoring regime has already been implemented whereby targets have been established on the adjacent buildings and are already being monitored at regular intervals. The regular monitoring will indicate the first signs of any movement should it occur.

4.2.5 Protection of biodiversity and trees

The holly tree in the front garden has a tree preservation order and therefore has been and will continue to be protected during the works. Tree protection fencing has been erected under the canopy of the tree to form a tree protection zone so as to eliminate the risk of soil compaction and damage to the tree and roots. No materials will be stored in this restricted area.

Existing trees to the rear of the site are located in the gardens of adjacent properties but their canopies overhang the site. This may restrict the vertical mast of the piling rig when installing piles to the perimeter of the new basement. A temporary tree protection fence has been erected under the tree canopies.

All the tree protection works are in accordance with the requirements of the relevant report.

4.2.6 Working Hours:

Working hours will be 08.00 – 18.00 Monday to Friday and 08.00 – 13.00 Saturdays.

4.2.7 Fire and Emergency Procedures:

Contact names and telephone numbers will be made available in case of out of hour's emergencies relating to the site. This information is displayed on the hoarding. Adam's Row Construction shall implement procedures to protect the site from fire, which will include the following:

A Site Fire Safety Co-ordinator will be appointed to assess the degree of fire risk and formulate a Site Fire Safety Plan, which will be updated as necessary as the works progress and will also include the following:

- Hot Work Permit regime.
- Installation of the site fire-fighting equipment e.g. establishing fire points and installing and maintaining fire extinguishers etc.
- Evacuation alarm.
- Material storage and waste control.
- Fire Brigade access.

4.2.8 Security:

A personnel gate fitted with a digilock has been installed at the entrance to the site through which all personnel will have to pass to gain entry to the building. All site personnel will have to sign in on arrival and sign out before leaving the site.

All hoardings will be regularly inspected to ensure that they remain secure. At the appropriate time all windows and external doors will remain closed when the site is not operational.

An alarm system will be installed on the external scaffold and will be linked back to a call out station.

Vertical boarded screens will be erected on the external scaffold at the end junction of each boarded lift that is adjacent to the neighbouring property. This will provide added security and privacy.

4.2.9 Health and Safety:

A Construction Health and Safety Plan will be prepared for the works in accordance with the CDM Regulations. Risk Assessments will be developed and agreed. Sub-contractors detailed method statements will also be produced and safe methods of work established for each element of the works.

Site inductions will be held for all new site personnel to establish the site rules and to enforce safety procedures. All site personnel will be required to read the emergency procedures when signing in for the first time, and sign to the effect that they have read the procedures. These site inductions will include any relevant neighbourly issues.

4.2.10 Scaffolding:

External independent scaffolding will be erected to the perimeter of the new building. The scaffold will be clad in translucent monarflex sheeting which will provide added protection to adjacent properties. It will also assist in maintaining the privacy of the adjacent dwellings.

The ends of the scaffold will be boarded in vertically for added protection and security.

On the side where the new dwelling abuts the party wall it will be necessary to seek agreement to erect scaffolding on the adjacent property or alternatively build that section of brickwork overhand with protection provided to the adjacent property. Building over hand can affect the quality of the brickwork and therefore is not desirable.

4.2.11 Main Plant:

360° excavators will be used to excavate the new basement and load excavated material into lorries for removal from site. These excavators will operate within the confines of the site.

A small crawler crane will be used to assist with the vertical and horizontal distribution of materials during construction of the basement and superstructure. This will speed up unloading and construction. The crane will not over sail adjacent properties.

If it becomes necessary for vehicles parked in Norfolk Road to be unloaded by crane then crane will over sail part of the highway occupied by the delivery vehicle, with pedestrian control barriers to temporarily divert pedestrians to the other side of the road, all supervised by the traffic marshal. This will not occur during normal construction activities.

All lifting operations will be controlled by an attendant banksman.

4.2.12 Good Housekeeping:

The site will be kept in a clean and safe condition. The areas adjacent to the site will be regularly inspected and any rubbish or litter removed.

Adjacent roads and pavements will be kept clean.

Perimeter hoardings will be repainted from time to time and will be kept in a neat and tidy condition. Any graffiti will be quickly removed from the hoardings.

Offloading will generally be direct from vehicles onto the site. Materials will not be stored on public footpaths or highways.

Waste and rubbish will be regularly removed from site and not allowed to accumulate so as to cause a safety or fire hazard.

Activities that have the potential to cause dust will be carefully monitored and dust reduction methods employed. This will include water spray, dust abstraction and localised screening where appropriate.

Welfare facilities will be provided on site to discourage operatives from frequenting the interface between the site and public areas. Site operatives will not be allowed to congregate or loiter on the footpath adjacent to the site.

4.3 Environmental Issues

Adam's Row Construction operate an environmental policy in which we pursue the following objectives.

To:

- Conduct our activities with proper regard to the protection of the environment.
- Comply with all relevant regulatory and legislative requirements and codes of practice.
- Communicate with local communities to ensure the work causes the minimum disturbance and disruption.
- Ensure that our staff have a good understanding of the environmental impacts of our business and what is expected of them to minimise these impacts.
- Ensure that our suppliers and sub-contractors are aware of this policy and ensure they apply similar standards to their own work.

During the early stages of the project the following activities will be carried out to deal with environmental management:

1. Preparation of the Project Environmental Plan in line with our Environmental Management System.
2. Preparation and consultation with client and statutory authorities to obtain approved licences and consents for discharge and putting the stated consent conditions and controls in place through the Project Environmental Plan.
3. Preparation of the Site Waste Management Plan and consultation with supply chain partners and design team to design out or minimise waste.

4.3.1 Waste and Material Management:

A site waste management plan will be prepared prior to the works commencing.

All waste materials will be removed from site by a licensed waste contractor discharged via Norfolk Road using skips or lorries.

All waste from this site will be dealt with in accordance with the waste duty of care in section 34 of the Environmental Protection (Duty of Care) Regulations 1991 (b): and materials will be handled efficiently and waste managed appropriately as set out in in the waste management plan.

We aim to minimise waste and to recycle as much material as possible. Due to the limited space on site waste will generally be sorted for recycling at the waste transfer station. This element of the works will be carried out by one of our licensed sub-contractors specialising in waste management.

4.3.2 Dust, Noise and Vibration:

Dust:

The following measures will be considered as appropriate to mitigate the impact of dust due to the construction activities:

Solid barriers have been erected around the site particularly to the neighbouring buildings and boundaries;

There will no on-site bonfires;

Site set-up to be continually planned to ensure where possible dust creating activities are located away from the sensitive areas;

Demolition activities will use water as a dust suppressant;

Adjacent road surfaces will be frequently swept to keep in clean;

Screens and site hoarding will prevent the majority of any dust emitted from leaving the site boundary, an on-site wheel wash for vehicles will prevent mud and muck being tracked from site and operatives will be required to change their work footwear before leaving site.

The site traffic marshal will be equipped with a broom and jet wash to maintain cleanliness of the external site footpath and highway at all times.

All loads entering and leaving the site will be covered where appropriate;

All non-road mobile machinery will utilise ultra-low sulphur tax exempt diesel, where available;

All road vehicles will be requested to comply with set emission standards;

Cutting equipment will use water as suppressant or have a local exhaust ventilation system;

Skips will be securely covered;

All site activities that may generate dust must be planned, suppression measures must be established, implemented and maintained to minimise the spreading of dust and emissions;

Best practice guidance from the HSE and London councils will be followed;

Prior to the commencement of each activity on site a plan will be developed to minimise gaseous and particulate emissions generated during construction, in the main by encouraging the use of electrical equipment using the temporary builder supply not generators.

Noise and Vibration:

The sensitivities of adjacent residents to noise are acknowledged. All reasonable steps will be taken to minimise any disruption to adjacent occupiers by noisy activities.

The design of the works and the construction methodology has already been developed to minimise the extent of noise and vibration during construction.

Where noisy work is required, to minimise noise as far as possible, it will comply with the recommendations of BS 5228.

It is inevitable that at certain periods the construction process will generate noise. There are a number of mitigation measures that can be instigated to reduce the impact of noise around the site:

Mechanical plant will be selected on the basis of the quietest appropriate item for the job. Electrically operated plant will be used in preference to diesel driven where possible. All plant used on the site will be effectively silenced and maintained;

Locating plant adjacent to the neighbouring properties will be avoided unless absolutely essential;

All vehicles, mechanical plant and equipment will be maintained and operated in an appropriate manner so as to ensure that any extraneous noise from mechanical vibration, creaking and squeaking is kept to a minimum. All plant complies with the relevant statutory requirements;

Vibration from stationary plant, such as generators, pumps and compressors may prove disturbing. Such plant will be positioned considerably away from the boundaries with the neighbours and where necessary acoustic screening provided;

Construction traffic will only use the designated access routes. Vehicle movements will only occur during the working hours;

The building will be enclosed during the works by sheeting the outer face of external scaffolding;

No radios or other audio equipment will be allowed on site;

Works of all nature will not commence prior to 8am and will cease by 6pm.

Quiet periods during the working day, for specific events or in particular instances, can be established with neighbours and local residents on request.

An effective method of communication for the residents to make contact to allow concerns to be raised and action taken wherever possible.

Where there is a significant noise, control measures must be identified, implemented and monitored as per the guidance for employers on the Control of Noise at Work Regulations 2005.

All possible steps shall be taken to reduce the noise levels to the acceptable limits. (e.g.; maintenance, alternative plant, alternative methodology, positioning of plant, acoustic screens/barriers, time spent and as a last resort with the issue of PPE).

Noise Survey and Monitoring:

Background Noise Surveys

A background noise survey was conducted in May and October 2015 by Environmental Equipment Corporation Ltd (EEC).

Construction Noise Assessment

A Construction Noise Assessment has been produced by EEC.

Project: 1 Norfolk Road
Date: 14/12/2016
Ref: EC14048-007
Author: Tim Meed BSc(Hons) MIOA
Checked: John Mudd BEng(Hons) MIOA
TITLE: Construction Noise Assessment

This document outlines the results of the construction noise assessment undertaken for the redevelopment of No 1 Norfolk Road. It includes information relating to the basis of assessment of the expected noise generating activities, their location and duration in and around the site and has been completed in accordance with the calculation methods and source noise data contained in BS5288:2009: Code of practice for noise and vibration control on construction and open sites – Part 1: Noise. A record of the pre-development ambient noise level is also provided for reference. Calculation tables are appended to this document along with a summary of the predevelopment site noise climate based upon a noise survey undertaken in May and October 2015.

Noise Monitoring

The noise monitoring will be undertaken by EEC. Contact name: Tim Meed.

Sample measurements will be taken at each construction phase (as defined in the Construction Noise Assessment, and as identified to EEC).

The time period that will be measured will be one ten hour day. EEC will measure for the full working day to establish LAeq, 10hr. The whole ten hour working period will be captured through monitoring (spot checks will not be required).

A Type 1 calibrated sound level meter will be used.

Where the measured levels are:

- More than 3 db (A) above predicted noise levels in the Construction Noise Assessment; or
- In the event of a noise complaint,

An investigation shall be carried out to establish the cause and to ensure Best Practicable Means (as defined in the Act) are used to minimise noise from the development. The noise levels shall be reduced further if it is reasonably practicable to do so (within the definition of Best Practicable Means).

4.3.3 Rodent Control:

On the first sign of rodent / vermin infestation a pest control company will be contacted that are members of the NPTA (National Pest Technicians Association) or BPCA (British Pest Control Association) for professional help in dealing with and eliminating the problem as fast as possible with as little inconvenience as possible.

During the demolition and site clearance no sign or evidence of rodent infestation was discovered.

The main heading out to the sewer into the road has already been sealed within the site boundary and a connection for site waste made locally.



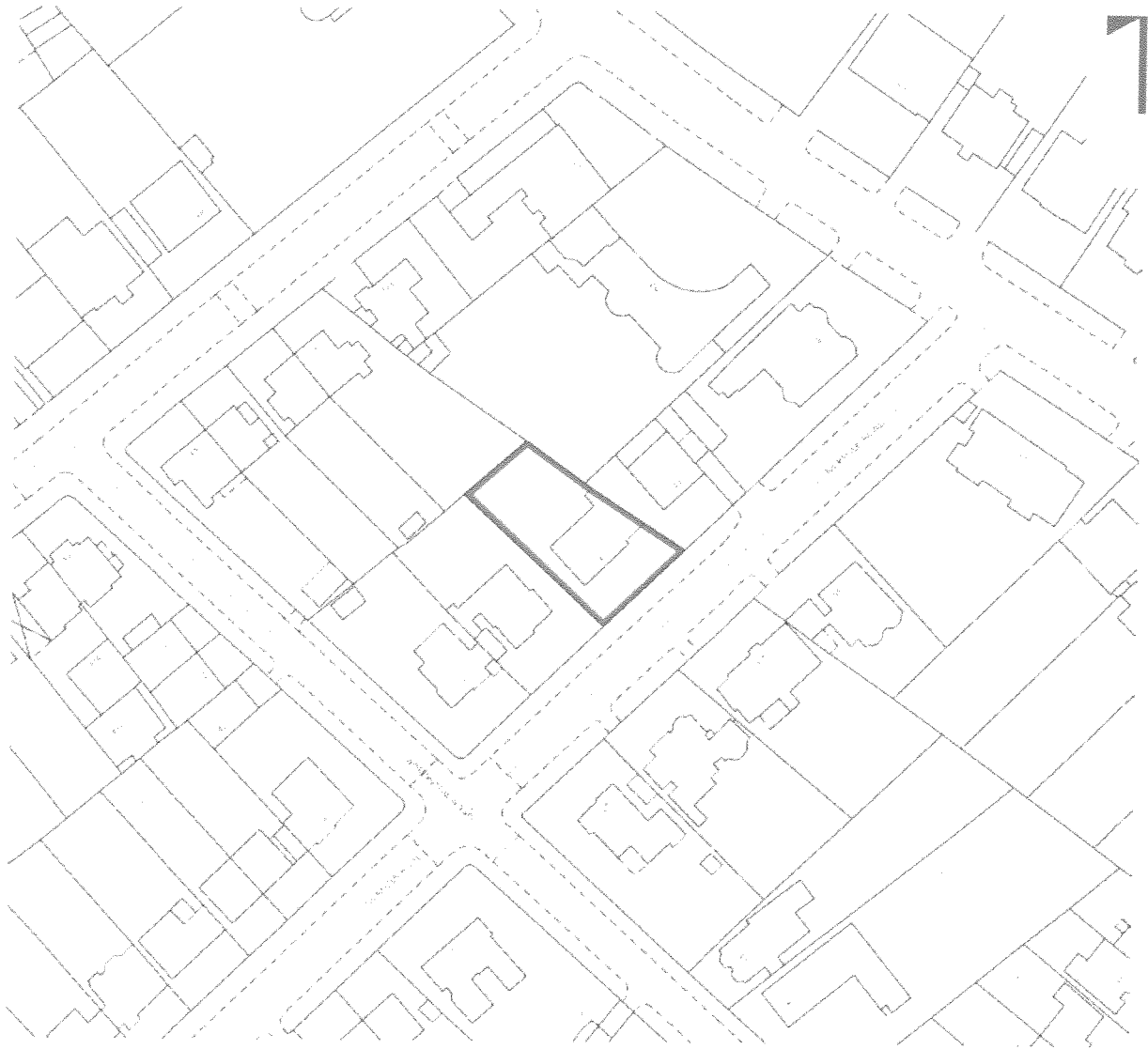
Appendix 4

Plan of the Property



plan of the property

1 Norfolk Road, London NW8 6AX







DATED

25 MAY

2017

(1) 1 N R LLP

and

(2) EFG PRIVATE BANK LIMITED

and

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

A G R E E M E N T

relating to land known as

1 Norfolk Road, London NW8 6AX

pursuant to

Section 106 of the Town and Country Planning Act 1990

Section 1 of the Localism Act 2011

Section 16 of the Greater London Council (General Powers) Act 1974

Section 278 of the Highways Act 1980

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