

DATED

5 June

2017

(1) SONGYANG FU and LIN ZHU

and

(2) CREDIT SUISSE (UK) 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
16 Avenue Road, London NW8 6BP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements (2016/5375/P)
CLS/COM/LMM/1685



THIS AGREEMENT is made the 5th day of June 2017

BETWEEN:

- i. **SONGYANG FU** and **LIN ZHU** of 16 Avenue Road, London NW8 6BP (hereinafter called "the Owner") of the first part
- ii. **CREDIT SUISSE (UK) LIMITED** (Co. Regn. No.02009520) of 5 Cabot Square, London E14 4QR (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 279355.
- 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 The Planning Application for the development of the Property was submitted to the Council and validated on 4 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5375/P subject to conclusion of this 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 Agreement to be in the public benefit.



- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 279355 and dated 31 March 2016 (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 and Section 278 of the Highways Act 1980 |
| 2.3 | "Basement Approval in Principle Application" | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter |
| 2.4 | "Basement Approval in Principle Contribution" | the sum of £3,000 (three thousand pounds) to be applied by the Council in event of receipt towards the cost of assessment by the Council's Highways Structural team of the Basement Approval in Principle Application |



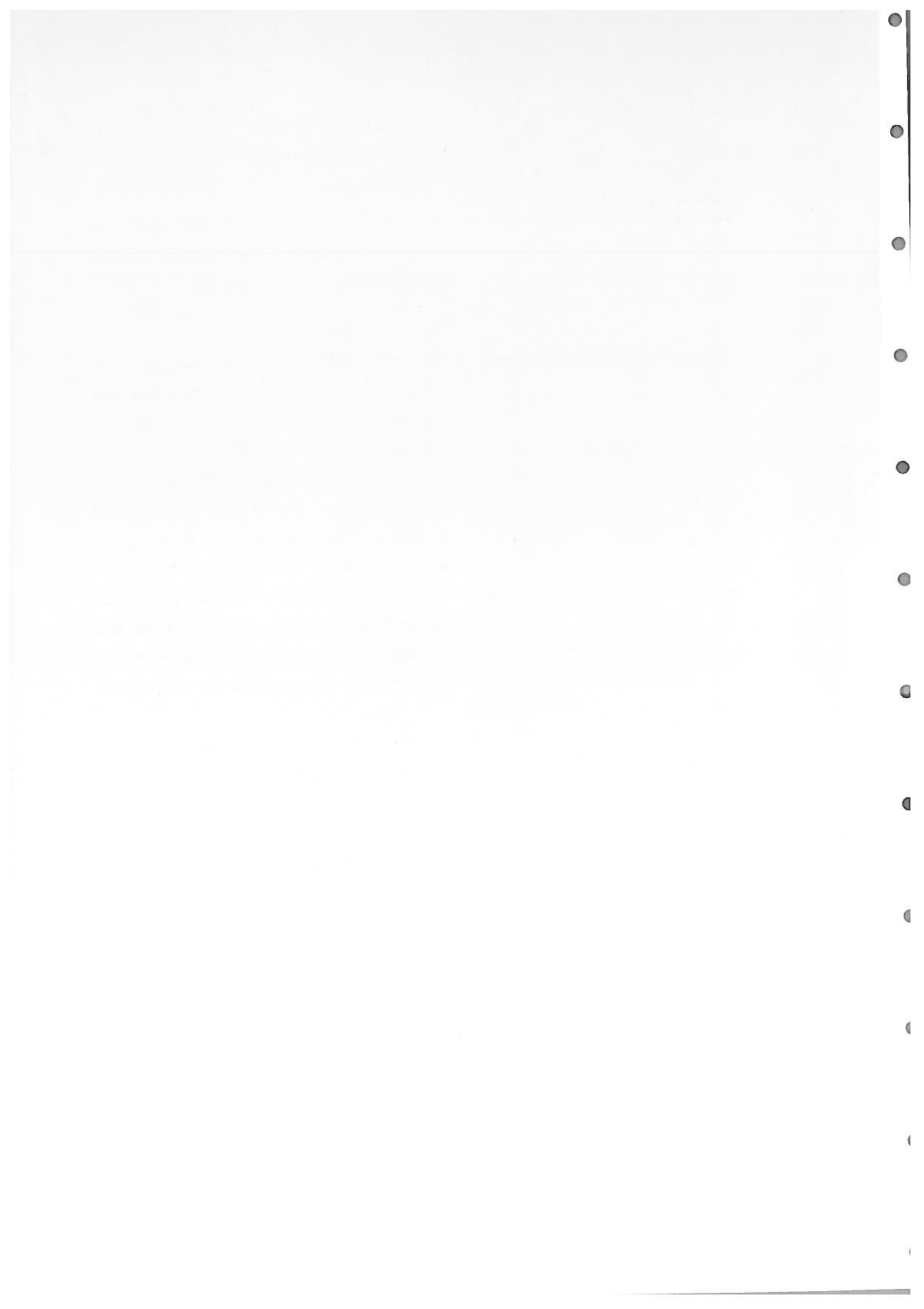
2.5 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition and construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers



local businesses and adjoining developments undergoing construction;

- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.8 "the Construction Phase"

the whole period between

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

2.9 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.10 "the Development"

erection of a 2 storey (plus basement and loft), 7 bed dwellinghouse (C3) and associated relandscaping following the demolition of existing house as shown on the site location plan and drawing numbers:

(Prefix 1611-FE-): 100 rev A, 011 rev 0, 012 rev 0, 013 rev 0, 014 rev 0; 210 rev F, 211 rev P, 212 rev R, 213 rev K, 214 rev G, 220 rev G, 221 rev G, 225 rev L; 261 rev 0, 262 rev 0, 263 rev 0.

Supporting Documents: Arboricultural Assessment report ref WCEL/PEW/AIA/0708:16 rev 1 (dated Sept 2016); Ecological Appraisal report (dated Sept 2016); Draft Landscaping report (dated 9th Sept 2016); Noise Impact Assessment report ref 2932_001R_1-0 (dated Sept 2016); Areas Scheme report rev L (dated 29 Sept 2016); Sustainability Strategy ref 1609-27ba (dated 30 Sept 2016); Daylight and Sunlight report ref 11004 (dated Sept 2016); Strategic Summary of Mechanical and Electrical Building Services report (dated 30 Sept 2016); Planning Statement (dated Sept 2016); Design and Access statement (prepared by Wolfe

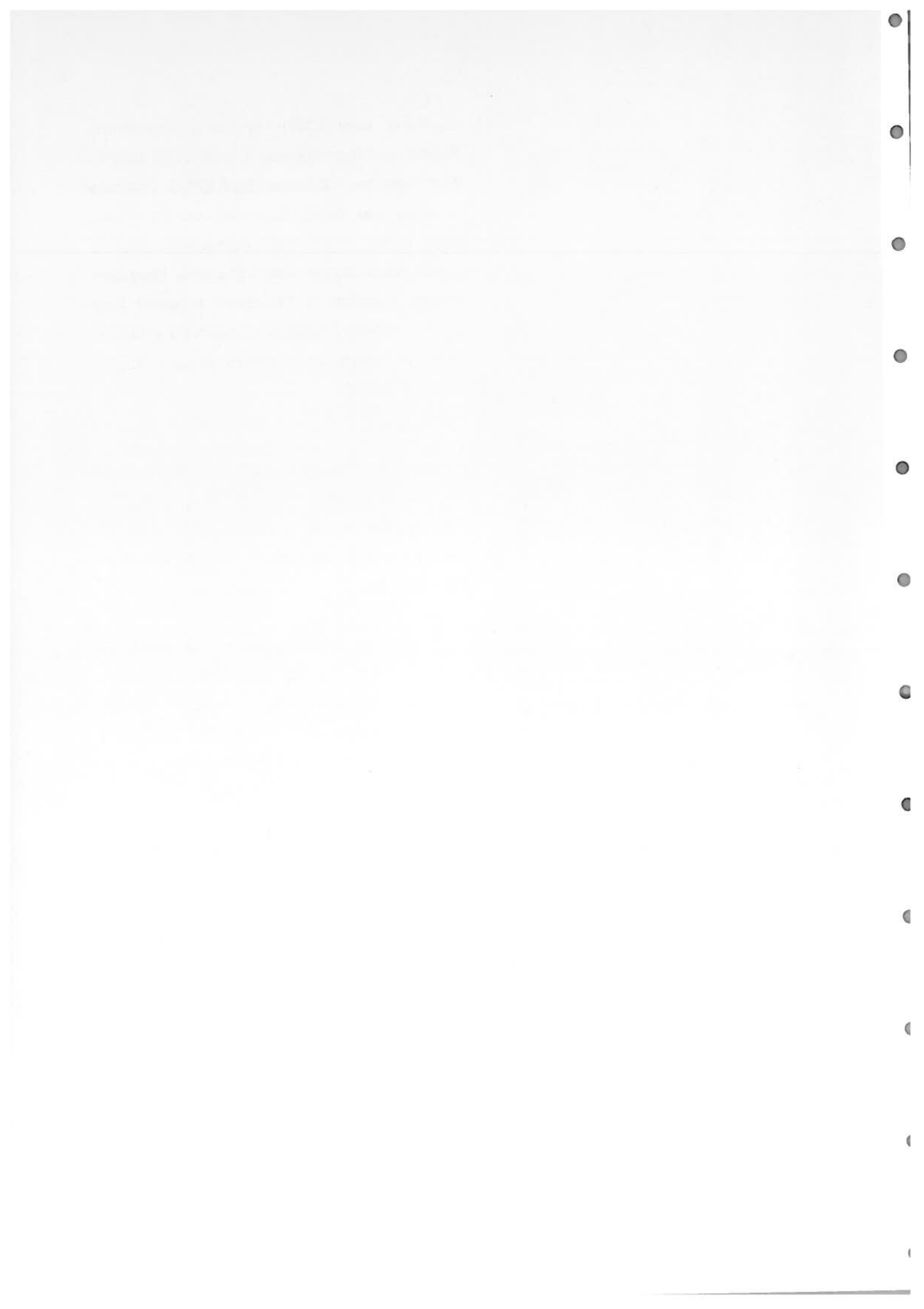


architects Sept 2016); Structural Engineering Report and Subterranean Construction Method Statement rev P3 (dated Sept 2016); Drainage Strategy and SuDS Statement rev P2 (dated Sept 2016); Flood Risk Assessment rev P2 (dated Sept 2016); Desk Study & Basement Impact Assessment 116255/R1.1 (dated Sept 2016); Parking Provision assessment (160729-05a); Indicative front garden landscape plan (dated 25/08/16).;

2.11 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- a) the incorporation of the measures set out in the Energy Strategy prepared by Carnell Warren Associates Ltd and dated September 2016 to achieve a 20% (or such other amount as may be agreed in writing between the parties) reduction in CO2 emissions beyond the Part L 2013 baseline;
- b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 20% (or such other amount as may be agreed in writing between the parties) in



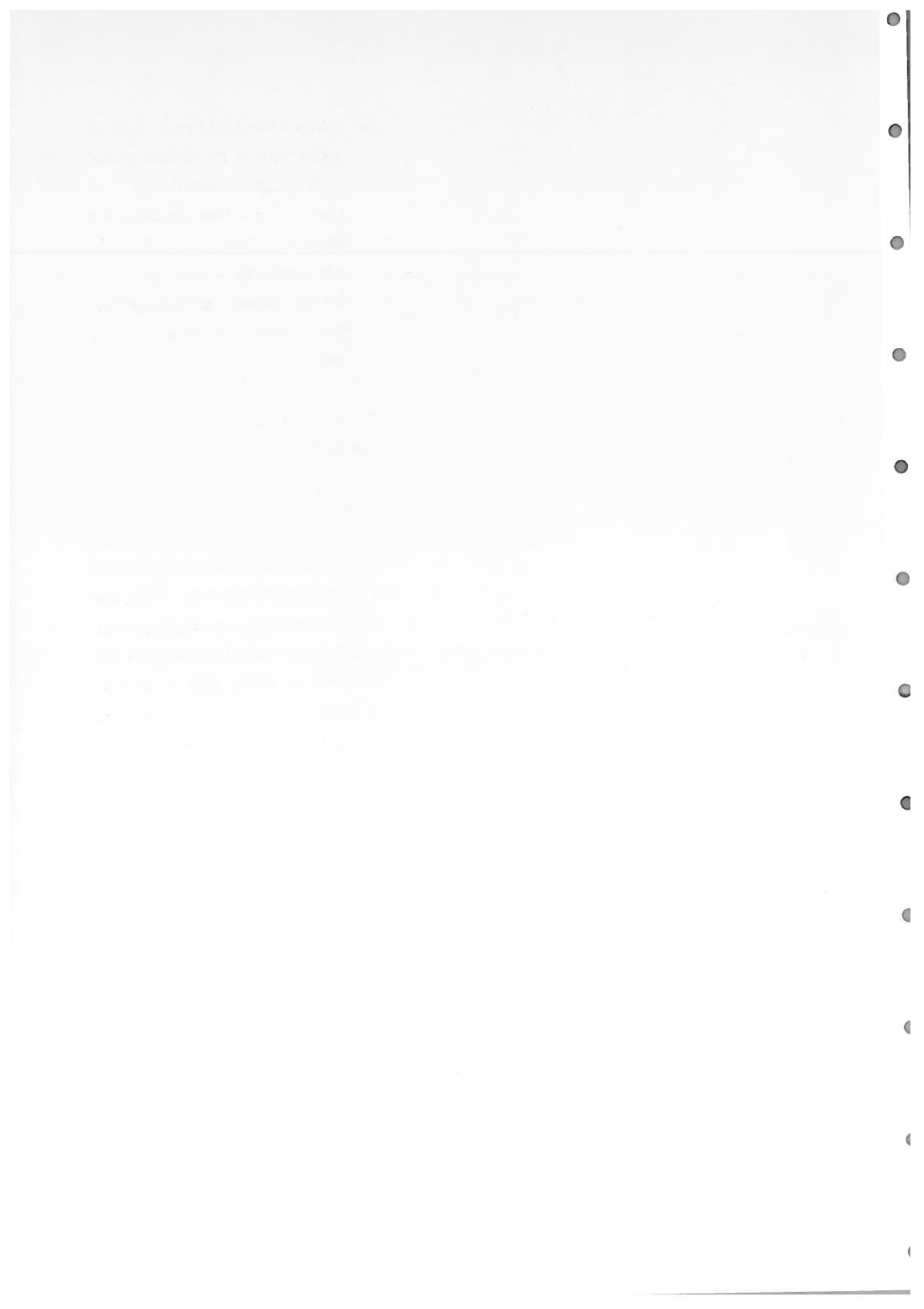
carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:
 - safeguarded space for a future heat exchanger;
 - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
 - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - provision for external buried pipework routes to be



safeguarded to a nearby road or similar where connection to the DHN would be made.

- Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.
- f) a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and



Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

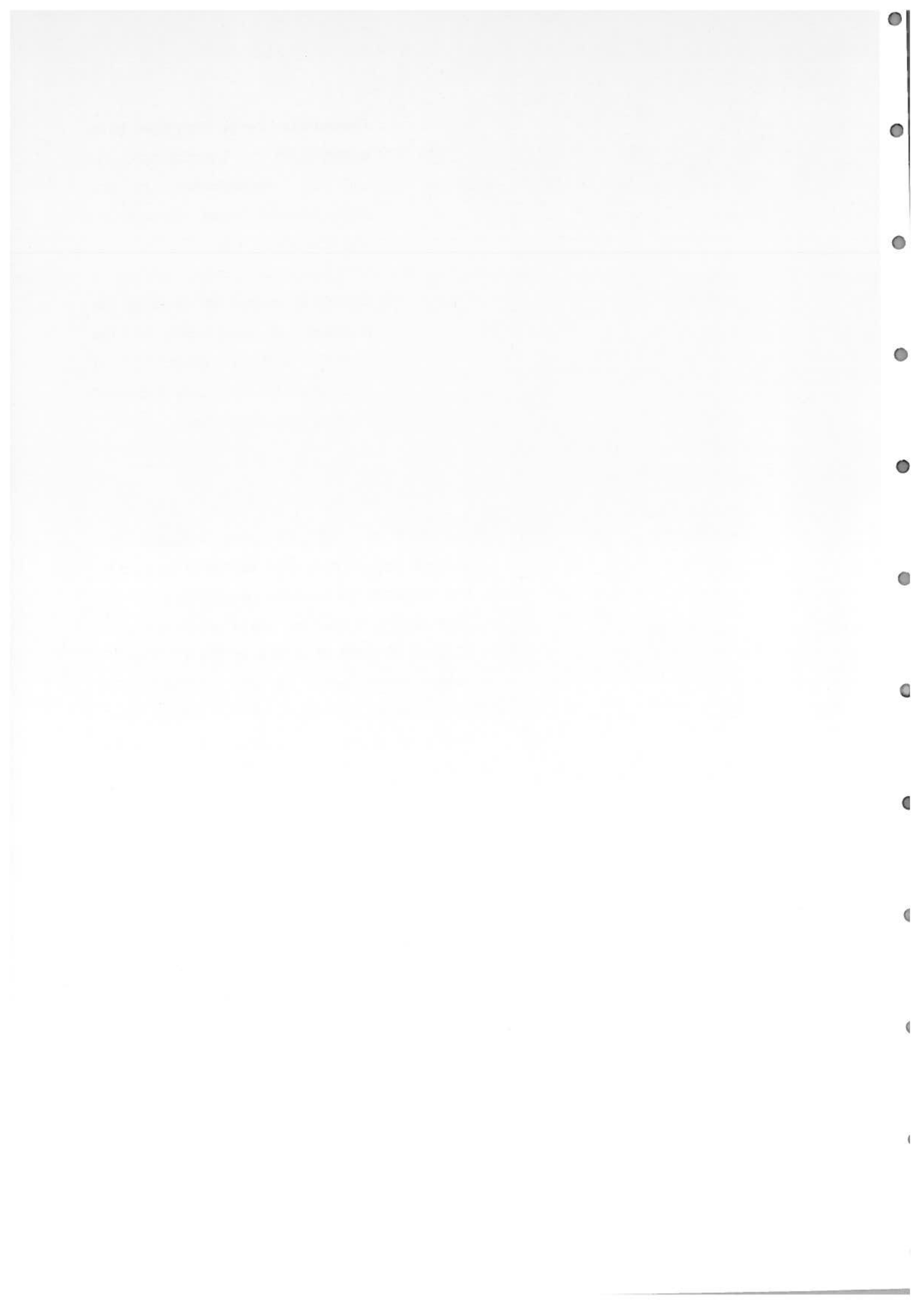
- h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.12 "the Highways Contribution"

the sum of £9,013.68 (nine thousand and thirteen pounds sixty eight pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

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

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory



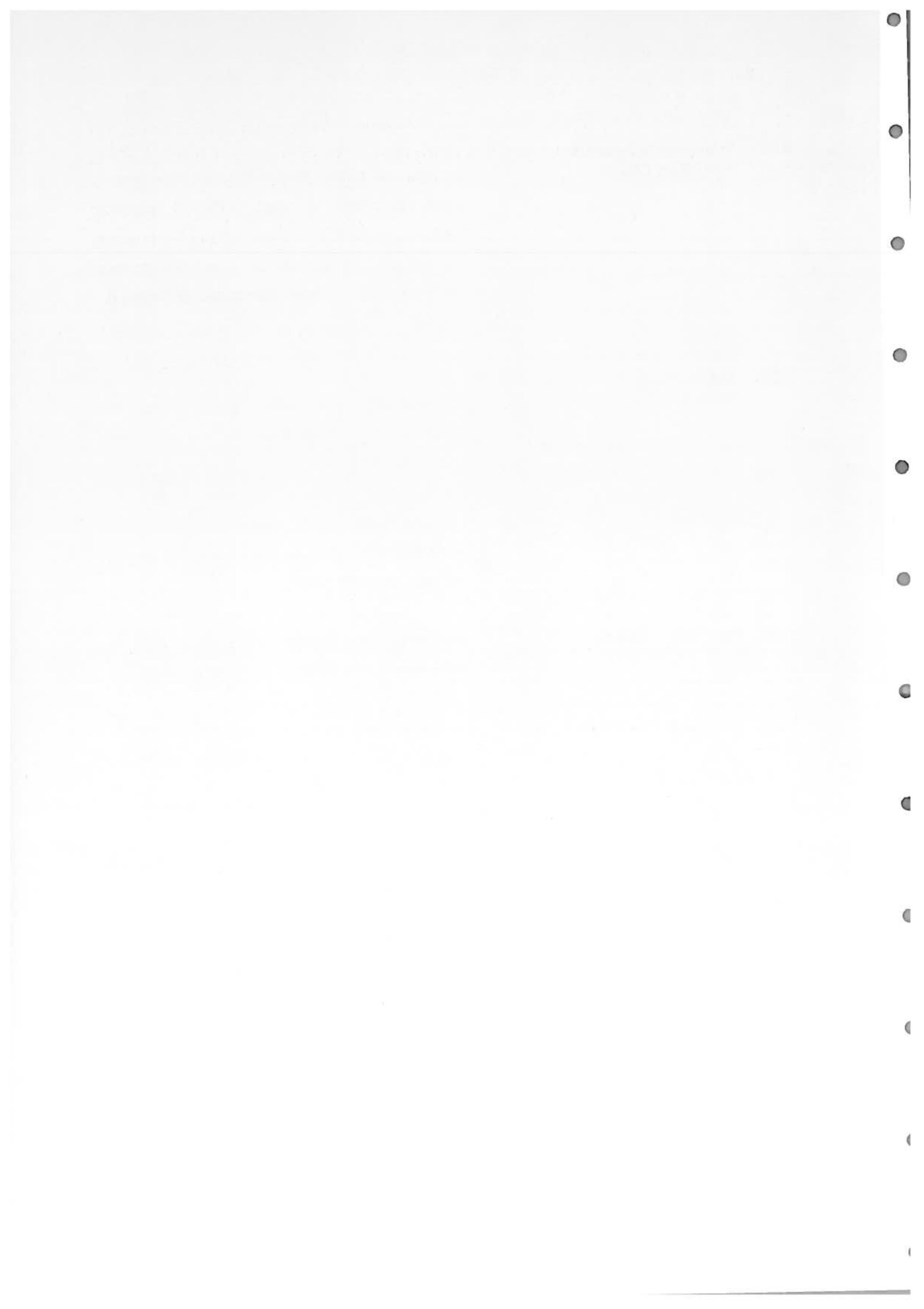
undertakers works and excludes any statutory undertakers costs

- 2.13 "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 save for site clearance, relocation of service media, erection of temporary fencing or hoarding and references to "Implementation" and "Implement" shall be construed accordingly
- 2.14 "the Level Plans"
plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.15 "New Building Works"
the excavation of the new basement, construction of the new basement and construction of the new building permitted by the Development but excluding the demolition of the existing building on the Property
- 2.16 "Occupation Date"
the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.17 "the Parties"
mean the Council the Owner and the Mortgagee
- 2.18 "the Planning Application"
a planning application in respect of the development of the Property submitted to the Council and validated on 4 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5375/P subject to conclusion of this Agreement



- 2.19 "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
- 2.20 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.21 "the Property" the land known as 16 Avenue Road, London NW8 6BP the same as shown shaded grey on the plan annexed hereto
- 2.22 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.23 "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
- 2.24 "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

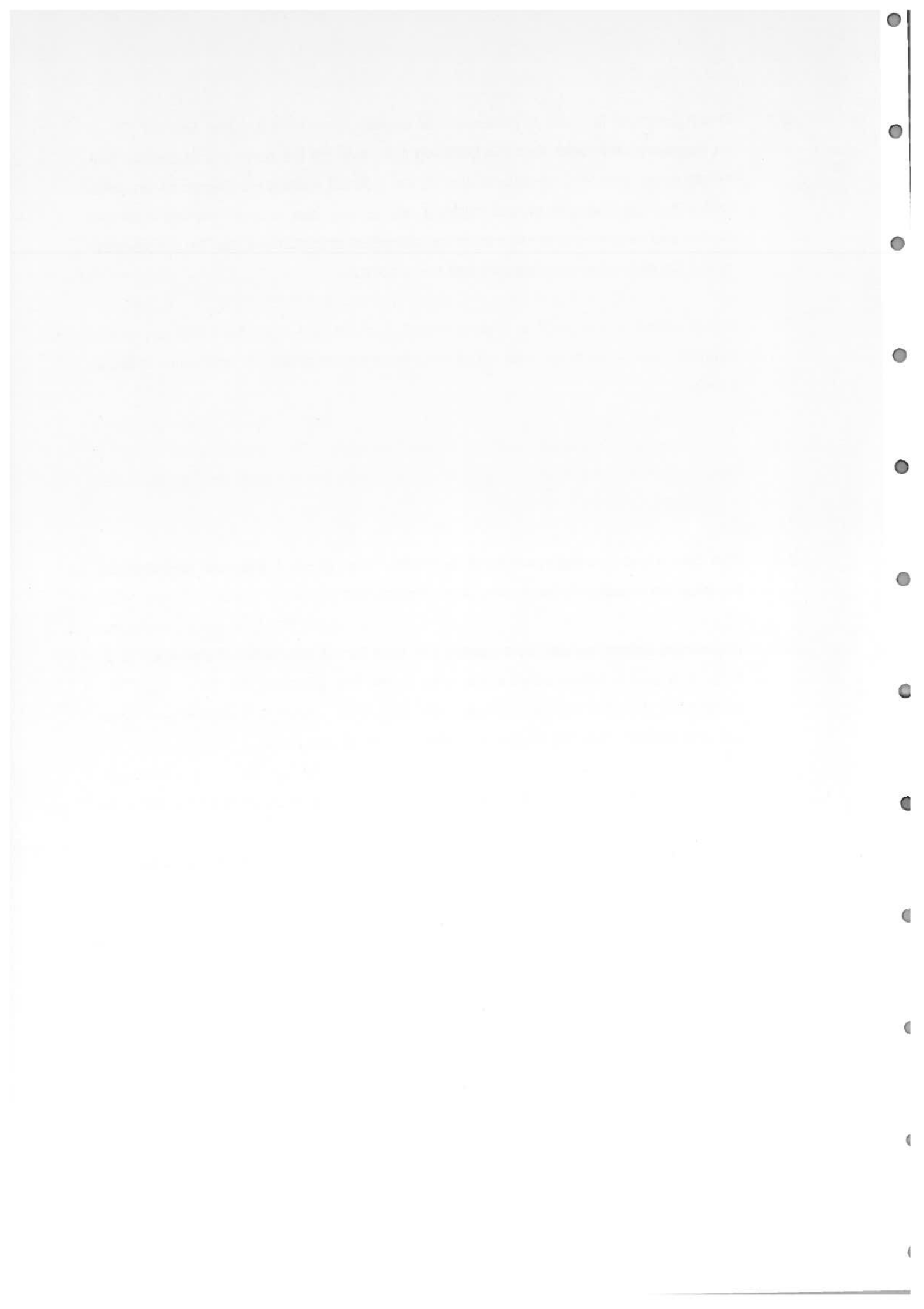
3. **NOW THIS DEED WITNESSETH** as follows:-



- 3.1 This Agreement is made in pursuance of Section 106 of the Act and 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-



4.1 CONSTRUCTION MANAGEMENT PLAN

4.1.1 On or prior to the Implementation Date to:

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

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

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

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

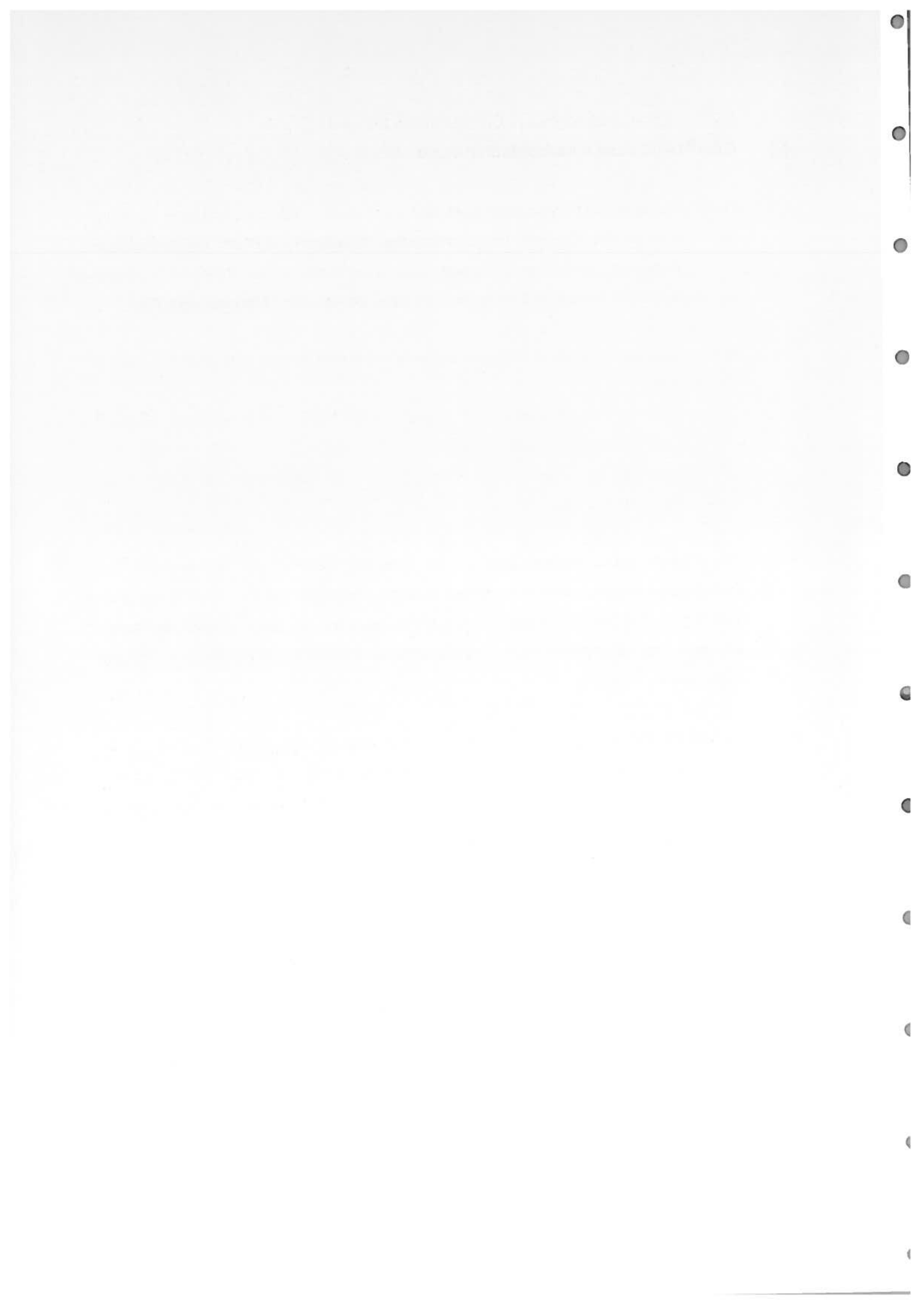
4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any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

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.2.2 Not to Implement or to allow Implementation until such time as the Council has:-



- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

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

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

4.2.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 CAR CAPPED DEVELOPMENT

4.3.1 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.

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.4.1 On or prior to commencing any New Building Works to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.



- 4.4.2 Not to commence any New Building Works until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.4.4 Following the Occupation Date the Owner shall manage the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.5 BASEMENT APPROVAL IN PRINCIPLE

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

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 Development has taken place 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 2016/5375/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) 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 2016/5375/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 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 the Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/5375/P. The electronic transfer is to be made directly to the Co-operative Bank Plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account no. 61030019

5.8 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 the Owner 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

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

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

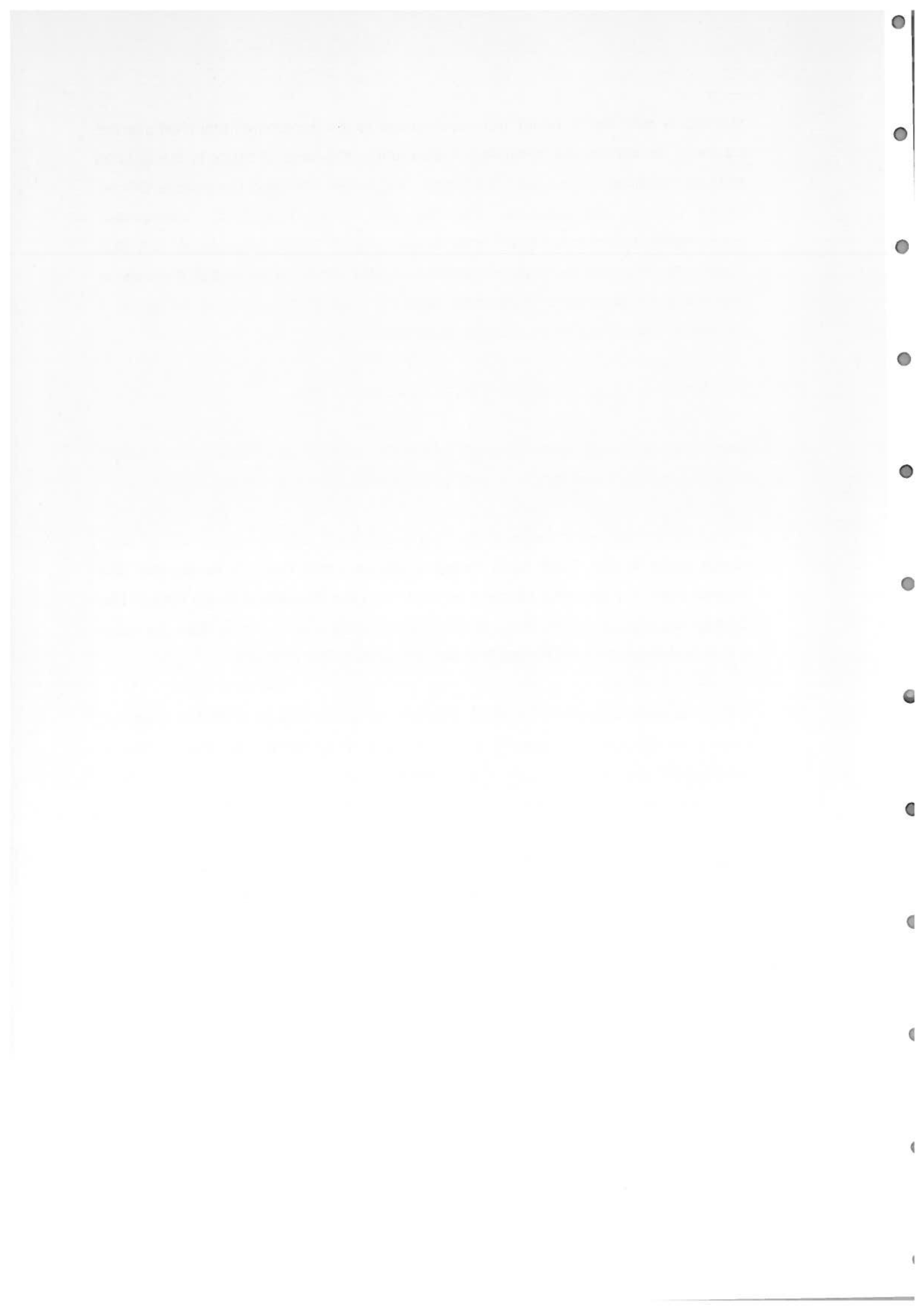
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall



specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2016/5375/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed during the period it held such interest.



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

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

7. **JOINT AND SEVERAL LIABILITY**

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

8. **MORTGAGEE EXEMPTION**

8.1 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.

8.2 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.

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 a Deed the day and year first before written

EXECUTED AS A DEED BY
SONGYANG FU
in the presence of:

) 翁洋

X Utara
.....
Witness Signature

Witness Name Louise Hann

Address 3 St Lukes Avenue, London

Occupation SW4 7LG

Personal Assistant

EXECUTED AS A DEED BY
LIN ZHU
in the presence of:

) 朱林

✓ Utara
.....
Witness Signature

Witness Name Louise Hann

Address 3 St Lukes Avenue, London

Occupation SW4 7LG

Personal Assistant



EXECUTED as a Deed
By CREDIT SUISSE (UK) LIMITED
by
in the presence of:

)
)
)

P. Clayton
Stuart Airey

Paul Clayton
Vice President
Credit Suisse (UK) Ltd

Stuart Airey
Vice President
Credit Suisse (UK) Limited

Witness Signature

Witness Name

Jeffrey Norris
Assistant Vice President
Credit Suisse (UK) Ltd

Address

Occupation



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

)
)
)
)

Cup BLS
.....

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



Savills
33 Margaret Street
London
W1G 0JD

Application Ref: **2016/5375/P**

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

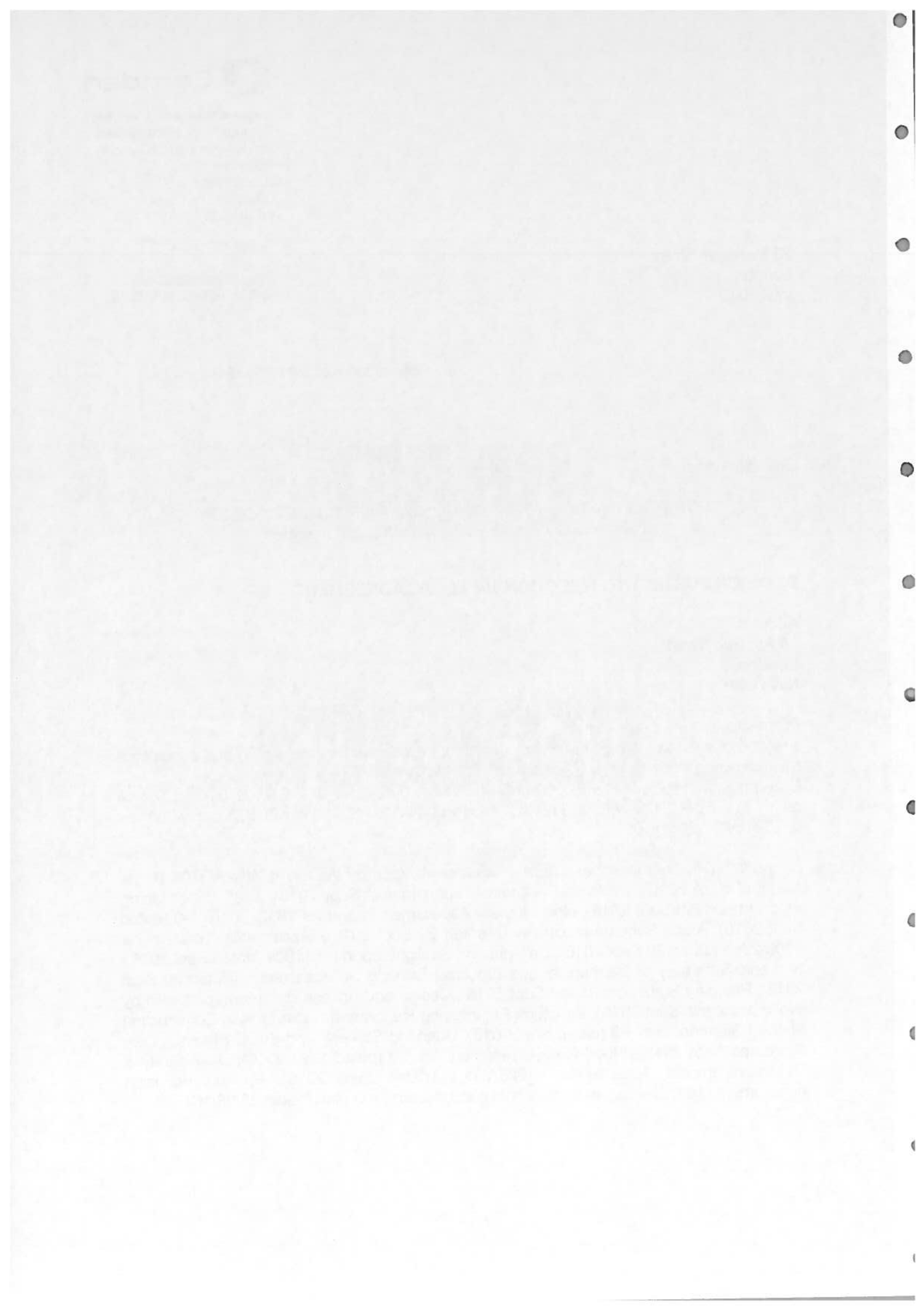
DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
16 Avenue Road
London
NW8 6BP

DECISION
Proposal:

Erection of a 2 storey (plus basement and loft), 7 bed dwellinghouse (C3) and associated relandscaping following the demolition of existing house.
Drawing Nos: (Prefix 1611-FE-): 100 rev A, 011 rev 0, 012 rev 0, 013 rev 0, 014 rev 0; 210 rev F, 211 rev P, 212 rev R, 213 rev K, 214 rev G, 220 rev G, 221 rev G, 225 rev L; 261 rev 0, 262 rev 0, 263 rev 0.

Supporting Documents: Arboricultural Assessment report ref WCEL/PEW/AIA/0708:16 rev 1 (dated Sept 2016); Ecological Appraisal report (dated Sept 2016); Draft Landscaping report (dated 9th Sept 2016); Noise Impact Assessment report ref 2932_001R_1-0 (dated Sept 2016); Areas Scheme report rev L (dated 29 Sept 2016); Sustainability Strategy ref 1609-27ba (dated 30 Sept 2016); Daylight and Sunlight report ref 11004 (dated Sept 2016); Strategic Summary of Mechanical and Electrical Building Services report (dated 30 Sept 2016); Planning Statement (dated Sept 2016); Design and Access statement (prepared by Wolfe architects Sept 2016); Structural Engineering Report and Subterranean Construction Method Statement rev P3 (dated Sept 2016); Drainage Strategy and SuDS Statement rev P2 (dated Sept 2016); Flood Risk Assessment rev P2 (dated Sept 2016); Desk Study & Basement Impact Assessment 116255/R1.1 (dated Sept 2016); Parking Provision assessment (160729-05a); Indicative front garden landscape plan (dated 25/08/16).



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

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

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

Condition(s) and Reason(s):

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

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

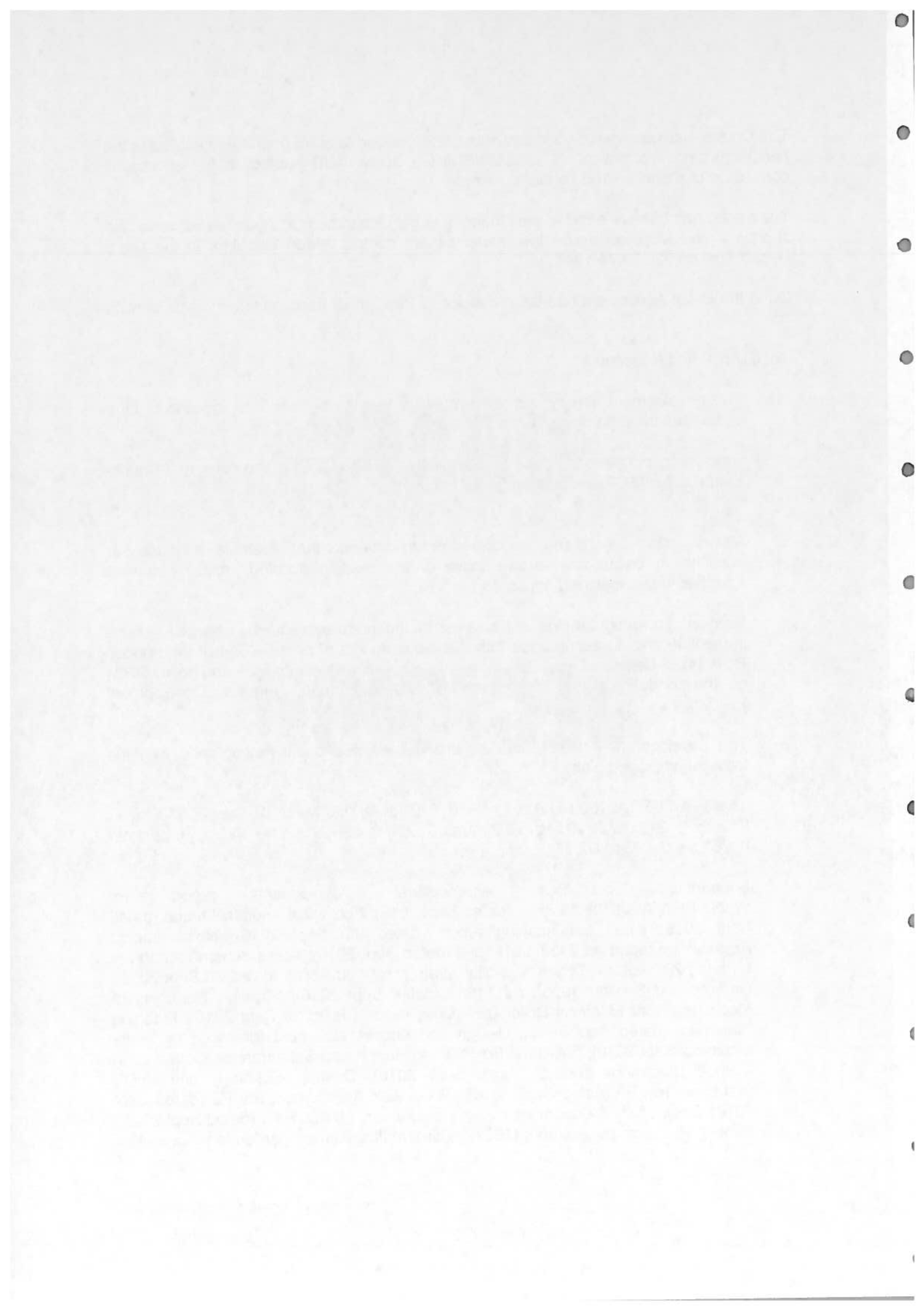
- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

(Prefix 1611-FE-): 100 rev A, 011 rev 0, 012 rev 0, 013 rev 0, 014 rev 0; 210 rev F, 211 rev P, 212 rev R, 213 rev K, 214 rev G, 220 rev G, 221 rev G, 225 rev L; 261 rev 0, 262 rev 0, 263 rev 0.

Supporting Documents: Arboricultural Assessment report ref WCEL/PEW/AIA/0708:16 rev 1 (dated Sept 2016); Ecological Appraisal report (dated Sept 2016); Draft Landscaping report (dated 9th Sept 2016); Noise Impact Assessment report ref 2932_001R_1-0 (dated Sept 2016); Areas Scheme report rev L (dated 29 Sept 2016); Sustainability Strategy ref 1609-27ba (dated 30 Sept 2016); Daylight and Sunlight report ref 11004 (dated Sept 2016); Strategic Summary of Mechanical and Electrical Building Services report (dated 30 Sept 2016); Planning Statement (dated Sept 2016); Design and Access statement (prepared by Wolfe architects Sept 2016); Structural Engineering Report and Subterranean Construction Method Statement rev P3 (dated Sept 2016); Drainage Strategy and SuDS Statement rev P2 (dated Sept 2016); Flood Risk Assessment rev P2 (dated Sept 2016); Desk Study & Basement Impact Assessment 116255/R1.1 (dated Sept 2016); Parking Provision assessment (160729-05a); Indicative front garden landscape plan



(dated 25/08/16).

Reason:

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

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include any proposed earthworks (including grading, mounding and other changes in ground levels as well as proposed substrate type and depth), details of wildlife features plus new planting for biodiversity and habitat. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

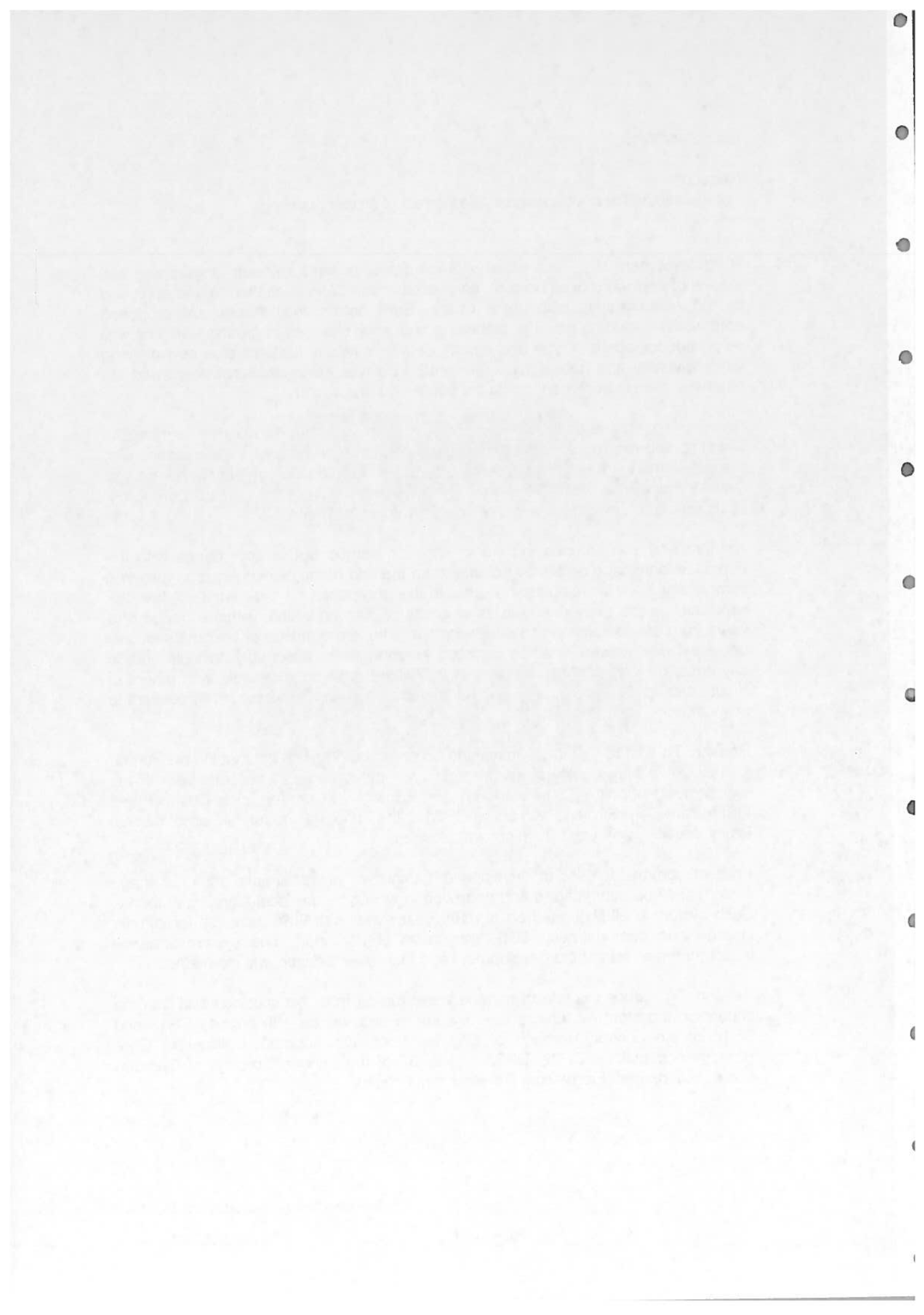
Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or prior to the occupation for the permitted dwelling, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to commencement of 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 and demonstrating 50% attenuation of all 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.



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

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Classes A, E or F of Part 1, 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 Prior to use of the development, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment in accordance with the requirements of policies CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies

- 12 Prior to the commencement of works, details of replacement tree planting (including details of replanting species, position, date and size, where applicable) shall be submitted to and approved by the local planning authority.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies

- 13 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted documents as being removed, shall be retained and protected from damage in accordance with the recommendations of the submitted Arboricultural Assessment report ref WCEL/PEW/AIA/0708:16 rev 1 (dated Sept 2016).

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

- 14 Any trees on or immediately adjacent the site which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the 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

The first part of the report deals with the general situation of the country and the position of the various groups. It is a very interesting and informative study of the country and its people. The second part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The third part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The fourth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The fifth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The sixth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The seventh part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The eighth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The ninth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The tenth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The eleventh part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The twelfth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The thirteenth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The fourteenth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

The fifteenth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people. The sixteenth part of the report deals with the specific details of the country and its people. It is a very interesting and informative study of the country and its people.

- 15 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2016 and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 16 The replacement 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.

- 17 Prior to commencement of development (excluding demolition and site preparation works), full details of the combined heat and power unit (CHP) stack and its height relative to the mechanical ventilation air inlet locations shall be submitted to and approved by the local planning authority in writing. Air inlet locations should be located away from roads and the CHP stack to protect internal air quality.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Prior to commencement, full details of an air quality assessment must be submitted and approved by the Local Planning Authority. The assessment must show the development meets the Mayor's 'air quality neutral' requirements and that the proposed CHP plant complies with the emissions standards as set out in the Mayor's Sustainable Design and Construction SPG. Details of any necessary NO2 abatement mechanisms shall be submitted to the Local Planning Authority and approved in writing. If the air quality assessment demonstrates that CHP is not suitable for the scheme then carbon reduction targets will need to be met through other means.

The first part of the report deals with the general situation of the country and the progress of the work during the year. It is followed by a detailed account of the work done in each of the various departments.

The second part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The third part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The fourth part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The fifth part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The sixth part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The seventh part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The eighth part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.

The ninth part of the report deals with the work done in each of the various departments. It is followed by a detailed account of the work done in each of the various departments.