

DATED 17 July

2017

(1) AYMEN AHMED ABBAS SALEH and ROSEMARY KATE SALEH

and

(2) BARCLAYS BANK PLC

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
17 East Heath Road, London, NW3 1AL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
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 1918
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CLS/COM/SEA/1800.260
FINAL

THIS AGREEMENT is made the 17th day of July 2017

B E T W E E N:

- i. **AYMEN AHMED ABBAS SALEH and ROSEMARY KATE SALEH** of 17 East Heath Road, London, NW3 1AL (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of 1 Churchill Place, London, E14 5HP (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 LN70881 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 4 November 2016 and the Council resolved to grant permission conditionally under reference number 2016/6107/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

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

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN70881 and dated 27 November 2015 (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 Burland Category of Damage" | an industry recognised category of structural damage as specified at para 3.25 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Schedule annexed hereto |
| 2.4 | "Detailed Basement Construction Plan" | a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment Revision 2 by Card Geotechnics Limited (CGL) |

dated November 2016 submitted with the Planning Application and to include the following key stages:-

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE such approval not to be unreasonably withheld or delayed (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,
2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Basement Construction Plan and at all times to ensure the following:-
 - (a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately

conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

- (b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage; and
- (c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that sub-clause (d) below has been incorporated correctly and appropriately and is sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:
- (d) that the Basement Design Engineer be retained at the Property throughout the Construction Phase to inspect approve and undertake regular monitoring of both permanent and temporary basement

construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body.

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE with such approval not to be unreasonably withheld or delayed; and,
4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions ~~of sub-clauses (i)-(vii)~~ above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design

Engineer with a view to addressing these matters in the revised design plans.

5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval (such approval not to be unreasonably withheld or delayed) with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.
6. The Owner to respond to any further reasonable questions or reasonable requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.5 "the Development"

erection of a hot tub at rear garden level, extension of the existing lower ground floor room beneath the existing rear terrace, and removal of the non-original lower ground floor slab and casting of a new slab at lower level as shown on drawing numbers Location Plan - P_00; P_01; P_02; P_03; P_04; P_05; P_06;

P_07; P_08; P_11; P_12; P_13; P_14; P_15;
P_16; P_17; P_18; P_19; P_20; P_21; P_22;
Design and Access Statement (MWA), Rev A;
Photographic Room Survey (MWA); Door
Schedule (MWA); Window Schedule (MWA);
Heritage Statement Nov 2016 (AH); Structural
Methodology Report (FormSD) Rev P2
November 2016; Basement Impact Assessment
(CGL), Rev 3; Landscape Proposal (JDL)
November 2016; Heritage Statement July 2016
(AH); SUDs Assessment (Spillways);
Movement Monitoring Specification (FormSD),
Rev P3

- | | | |
|-----|----------------------------|--|
| 2.6 | "the Implementation Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly |
| 2.7 | "Neighbouring Properties" | the neighbouring properties known as 3, 4 and 5 Squire's Mount; The Cottage; and 16 East Heath Road |
| 2.8 | "the Parties" | mean the Council, the Owner and the Mortgagee |
| 2.9 | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 4 November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/6107/P subject to conclusion of this Agreement |

- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 17 East Heath Road, London, NW3 1AL the same as shown shaded grey on the plan annexed hereto

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **BASEMENT CONSTRUCTION PLAN**

4.1.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.

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 Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction 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 required to remedy such non-compliance.

- 4.1.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.1.6 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 Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/6107/P the date upon which the Development is ready for occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability properly 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 2016/6107/P.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/6107/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 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.

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

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

7. **MORTGAGEE EXEMPTION**

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

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

8. **JOINT AND SEVERAL LIABILITY**

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

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
AYMEN AHMED ABBAS SALEH
in the presence of:

Witness Signature

Witness Name

Address

Occupation


Emma Bunnell

EMMA BUNNELL

18 MANCHURIA ROAD, BATTERSEA

SW11 6AE

MANAGEMENT CONSULTANT

EXECUTED AS A DEED BY
ROSEMARY KATE SALEH
in the presence of:

Witness Signature

Witness Name

Address

Occupation


Emma Bunnell

EMMA BUNNELL

18 MANCHURIA ROAD, BATTERSEA

SW11 6AE

MANAGEMENT CONSULTANT

EXECUTED as a Deed
By Barclays Bank Plc
By
in the presence of:

.....
Signed for and on behalf of BARCLAYS BANK PLC by

SAMANTHA HOLZ 
as Solicitor and Attorney under a Power of Attorney


08.05.17 in the presence of:

Witness

DONNA ADAMSON, 

CONTINUATION OF AGREEMENT IN RELATION TO 17 EAST HEATH ROAD

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


.....
Authorised Signatory



THE SCHEDULE **The Burland Category of Damage**

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

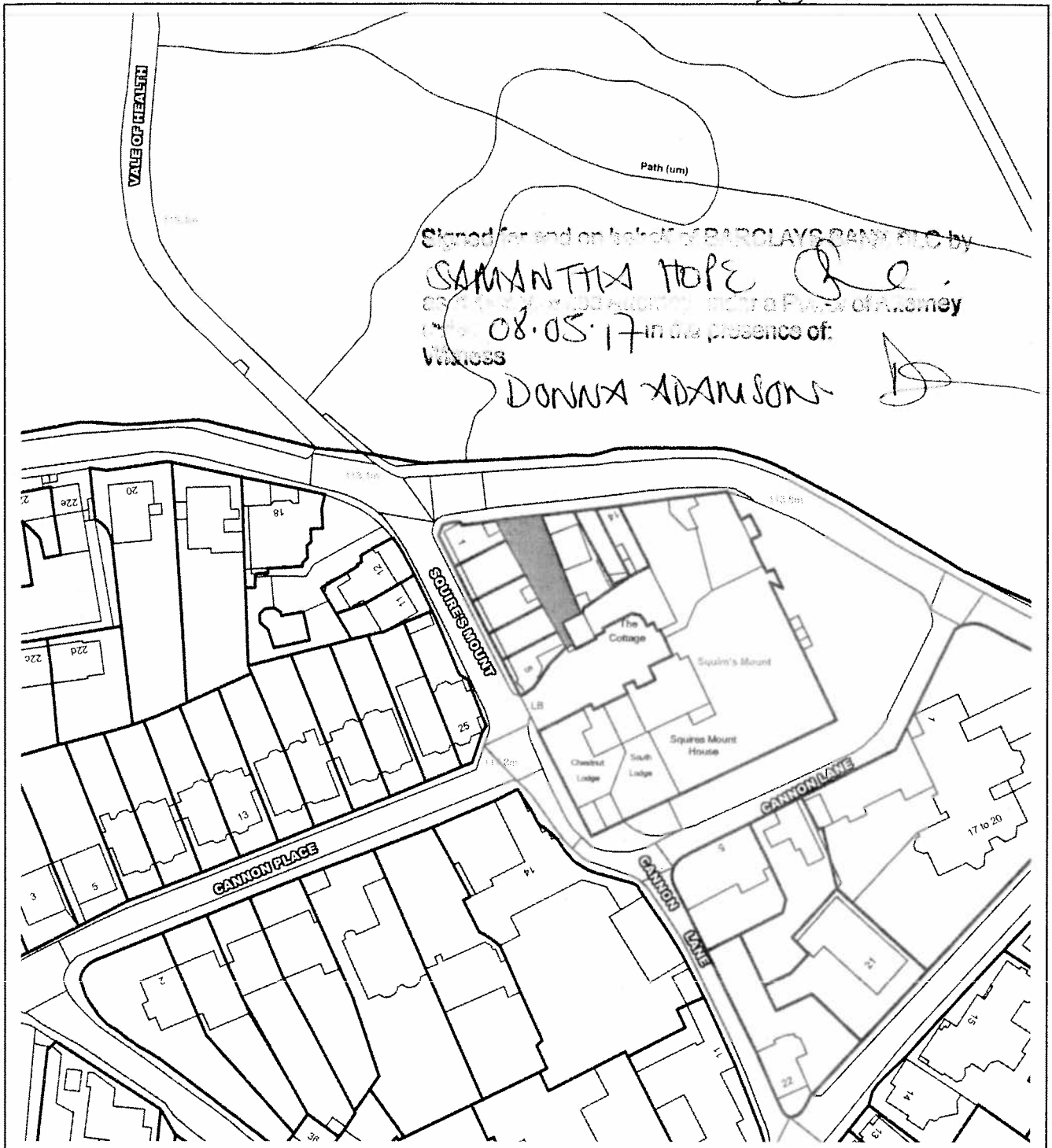
Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

19th E. Sales

NORTHGATE SE GIS Print Template

Bates



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Marek Wojciechowski Architects
Marek Wojciechowski Architects Ltd
66-68 Margaret Street
London
W1W 8SR

Application Ref: **2016/6107/P**

13 June 2017

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
17 East Heath Road
London
NW3 1AL

DECISION
Proposal:

Erection of a hot tub at rear garden level; excavation at lower ground floor level rear and extension of the existing lower ground floor room beneath the existing rear terrace.

Drawing Nos: Location Plan - P_00; P_01 ; P_02 ;P_03 ; P_04 ;P_05 ;P_06 ;P_07 ;P_08 ;P_11 ;P_12 ; P_13;P_14; P_15; P_16; P_17; P_18; P_19; P_20;P_21; P_22; Design and Access Statement (MWA), Rev A; Photographic Room Survey (MWA); Door Schedule (MWA); Window Schedule (MWA); Heritage Statement Nov 2016 (AH); Structural Methodology Report (FormSD) Rev P2 November 2016; Basement Impact Assessment (CGL), Rev 3; Landscape Proposal (JDL) November 2016; Heritage Statement July 2016 (AH); SUDs Assessment (Spillways); and Movement Monitoring Specification (FormSD), Rev P3.

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies and policies A1, D1 and D2 of the London Borough of Camden Draft Local Plan.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans [Location Plan - P_00; P_01 ; P_02 ;P_03 ;P_04 ;P_05 ;P_06 ;P_07 ;P_08 ;P_11 ;P_12 ; P_13;P_14; P_15; P_16; P_17; P_18; P_19; P_20;P_21; P_22; Design and Access Statement (MWA), Rev A; Photographic Room Survey (MWA); Door Schedule (MWA); Window Schedule (MWA); Heritage Statement Nov 2016 (AH); Structural Methodology Report (FormSD) Rev P2 November 2016; Basement Impact Assessment (CGL), Rev 3; Landscape Proposal (JDL) November 2016; Heritage Statement July 2016 (AH); SUDs Assessment (Spillways); Movement Monitoring Specification (FormSD), Rev P3.]

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

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

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

and policies and policies and policies A1 and A5 of the London Borough of Camden Draft Local Plan.

- 5 Full details in respect of the green wall shall be submitted to and approved by the local planning authority before the relevant part of the development commences. Such details to include plans and sectional drawings, planting plans including details of species and plant numbers, irrigation and a maintenance regime. The green wall shall be implemented and maintained in accordance with the approved details.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies and policies C1, A3, CC1, CC3 and CC4 of the London Borough of Camden Draft Local Plan.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 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 and policies D1, D2, A2, A3, of the London Borough of Camden Draft Local Plan.

Informative(s):

- 1 Reasons for granting permission:

The proposed lower ground extension at the rear would measure approximately 9sqm and is of a modest size, with a 2.36m internal headroom height. It would be located beneath the existing ground floor terrace level and ground floor rear garden level abutting the existing single-storey extension at this level; and it would include a small window on the south-east elevation adjacent to the extant approved single-storey glazed extension which has not yet been implemented. The proposed

extension would be subordinate to the host building in terms of its setting, scale and proportion and use of materials. Being largely enclosed at the basement level, it is considered appropriate for the conservation area and would have a limited impact on the character and appearance of the conservation area. The proposed changes to the raised rear garden and the installation of a hot tub (similar to no.17) are reversible and would have a minimal upon the buildings significance and setting. Overall, due to the high shared boundary walls, the proposed hot tub and the extensions size and location would be generally screened from private views and not visible from the public realm. As such, it would not harm the amenity of any adjoining residential occupiers in terms of the loss of natural light, outlook, privacy, light spill or added sense of enclosure. The proposal to lower the floor and vaults by 40mm within the front basement would not harm the buildings appearance or its fabric and is considered acceptable.

A small birch tree is proposed to be removed, which owing to its size is not considered to contribute to the character of this part of the conservation area; and no objection is raised in planning terms to its loss. The proposed landscaping is considered to be of high quality design and suitable for the site. There is a broad range of plants proposed and a small tree that will be of similar ultimate proportions than the multi-stemmed birch tree proposed to be removed to facilitate the landscaping. A green wall is referred to but no details regarding irrigation and maintenance have been submitted. A landscaping condition is attached.

The submitted Basement Impact Assessment (BIA) has been independently verified and concludes acceptable levels of impact and suitable mitigation. The submitted BIA has been externally audited and it has been confirmed that the potential impacts from basement construction have been identified and sufficient mitigation proposed; and subject to a Structural Monitoring Plan. The construction works would be of a nature and scale that would require a highways contribution to ensure the highway is reinstated after the works are completed and an 'Approval in Principle' report (AIP). A Basement Construction Plan, (BCP), Construction Management Plan (CMP) would also be required to minimise any impact on the street and disturbance to neighbouring properties. The applicant has agreed to enter into a S106 legal agreement to secure these matters. As such the basement extension complies with the requirements of policy DP27 and CPG4.

No written representations were received post public consultations. The site's planning history and relevant appeal decisions were taken into account when coming to this decision. Special attention has been paid to the desirability of preserving the listed building and its features of special architectural or historic interest, and of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

- 2 As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24, DP25, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016 and the National Planning

Policy Framework 2012. The proposal also accords with Policies A1, A2, A3, A5, C1, CC1, CC3, CC4, D1 and D2 of the Camden Local Plan Submission Draft 2016.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Supporting Communities Directorate

DATED

17 July

2017

(1) AYMEN AHMED ABBAS SALEH and ROSEMARY KATE SALEH

and

(2) BARCLAYS BANK PLC

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
17 East Heath Road, London, NW3 1AL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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London Borough of Camden
Town Hall
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London WC1H 9LP

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