

DATED

24 JANUARY

2018

(1) ADAM BIER and ROBERT JULIAN BIER

and

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

**AGREEMENT**  
relating to land known as

6 Streatley Place  
London  
NW3 1HP

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended) and  
Section 16 of the Greater London Council (General Powers) Act 1974 and  
Section 111 of the Local Government Act 1972 and  
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1800.145 (final)

THIS AGREEMENT is made the 24<sup>th</sup> day of January 2018

**B E T W E E N:**

1. **ADAM BIER** and **ROBERT JULIAN BIER** of 155 Regents Park Road, London, NW1 8BB (together hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number LN168595.
- 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 27 January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0183/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 agreement to be in the public benefit.

## 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 | “Affordable Housing”                      | low-cost housing that meets the needs of people unable to afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents  |
| 2.3 | “Affordable Housing Contribution”         | the sum of £66,250 (sixty-six thousand two hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden  |
| 2.4 | “this Agreement”                          | this planning obligation made pursuant to Section 106 of the Act   |
| 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 | “Community Working Group”                 | a community working group established by the Owner following invitations issued by the Owner and (upon acceptance of such invitations) organised and operated by the Owner in accordance with Clause 4.6 hereof with the aim of addressing the concerns of members of the community working group in respect of the impacts of the Development |

2.7 “Construction Management Plan”

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

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the conservation area features;
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in

advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;
- (vii) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council;
- (viii) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.7(vii) hereof;
- (ix) evidence that the Owner (in preparing the plan) has taken account of any representations received pursuant to sub-clause 2.7(vii) hereof; and
- (x) confirmation in writing from Members Briefing that the plan is agreed.

2.8 "Construction Management Plan Implementation Support Contribution"

the sum of £3,240 (three thousand two 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

- 2.9 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.10 "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
- 2.11 "the Development" demolition of the existing workshops & stores and the erection of a 1-3 storey building with 1st and 2nd floor terraces comprising 4x flats as shown on drawing numbers Site Location Plan STR-EX- EX-LOC-00; GA-01; EX-GA-02; EX-GA-03; EX-GA-04; EX-GA-05; GA-06; PL-GA-01; PL-GA-02; PL-GA-03; PL-GA-04; PL-GA-05; PL-GA-06; PL-GA-07; PL-GA-08; PL-GA-09; PL-GA-10; STR\_PL\_Facade rendwe; STR\_PL\_Materials board; STR\_PL\_; Design and Access Statement by Martin Evans Architects dated January 2017; Daylight Sunlight Report by GIA dated 11/01/2017; Daylight Assessment 3 Streatley Place by GIA dated 23/02/2017; Daylight Sunlight Independent Review by Delva Patman Redler dated 05/06/2017; Energy Statement by DDP dated 22/12/2016; Sustainability Design and Construction Report by Martin Evans Architects dated 02/03/2017; Bat Survey by Furesfen; Archaeological Assessment by MOLA dated December 2016; Tree Survey by Tree Aware dated 12/10/016; Root Protection Plan 33461-3-01; Root Protection Plan STR-PL-GA-ARB-01; Arboricultural Impact Assessment by Tree Aware

dated 02/05/2017; Letter from Martin Evans Architects dated 07/04/2017; Construction Management Plan (v3) by Martin Evans Architects dated June 2017; Delivery Route Map; Structural Feasibility Report by Ian Harban Consulting Engineers dated December 2016

2.12 "the Existing Buildings"

the workshops and stores being part of the Development and existing at the Property at the date hereof

2.13 "the Highways Contribution"

the sum of £33,211.11 (thirty three thousand two hundred and eleven pounds and eleven 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"):

- (i) to repave part of Streatley Place adjacent to the Development;
- (ii) the removal and replacement of bollards and handrails (if considered necessary by the Council); and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

- 2.14 "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
- 2.15 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.16 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.17 "the Parties" the Council and the Owner
- 2.18 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0183/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 at the Second Schedule annexed hereto
- 2.21 "the Property" the land known as 6 Streatley Place, London, NW3 1HP the same as shown shaded grey on the plan at the Third Schedule 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
- 2.25 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- (i) achieve the targets set out in the submission document entitled "Energy Statement" dated 22 December 2016 by DDP and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate change mitigation), CC2 (Adapting to climate change), CC3 (Water and flooding), CC4 (Air quality) and CC5 (Waste)
  - (ii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
  - (iii) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the

aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

- (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (v) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (vi) 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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 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 free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

## 4.2 CAR FREE

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

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

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

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

## 4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 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.

4.3.2 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.

4.3.3 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.

4.3.4 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.

#### 4.4 HIGHWAYS

4.4.1 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.

4.4.2 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.

4.4.3 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 undertaker's costs.

4.4.4 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.

4.4.5 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.

#### 4.5 **SUSTAINABILITY PLAN**

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

4.5.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.5.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

#### 4.6 **COMMUNITY WORKING GROUP**

4.6.1 Prior to the preparation and submission of the Construction Management Plan to send:

- (i) to each councillor for the ward of Hampstead Town a written invitation requesting the councillor to become a member of the Community Working Group and for one of the councillors to act as chairperson;

- (ii) to all properties in the vicinity of the Development (as identified by the chairperson) a written invitation to occupiers of such properties inviting that occupier (or occupiers) to become a member of the Community Working Group; and
- (iii) to the headteacher of New End Primary School a written invitation inviting the headteacher or a person to represent the headteacher to become a member of the Community Working Group.

4.6.2 in any invitation sent under this obligation 4.6 to include:

- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with occupiers of neighbouring properties, local ward councillors and representatives of New End Primary School; and
- (ii) details of the purpose of the Community Working Group and the anticipated timetable for meetings of the Community Working Group

#### 4.7 **CONSULTATION**

Subject to the provisions of Clause 6.10 hereof, for the purposes of the preparation and submission of the Construction Management Plan the following procedure shall apply:

- 4.7.1 The Owner shall prepare a first draft plan and send such draft to the Community Working Group for comments.
- 4.7.2 From the date of the first draft plan being sent to the Community Working Group by the Owner in accordance with sub-clause 4.7.1 hereof a consultation period of not less than twenty-one (21) days shall commence during which period the Community Working Group may make representations on the draft plan and or meet with the Owner to clarify matters.
- 4.7.3 The Owner shall take account of any representations made by (or on behalf of) the Community Working Group with regard to the proposed plan including any suggested amendments.

- 4.7.4 In the conduct of any meetings between the Owner (or any person acting on behalf of the Owner) and the Community Working Group then accurate minutes will be taken by the Owner and agreed with the chair of the Community Working Group or in the absence of such then a transcript of the tape recording of the meeting shall be provided within three (3) working days of any such meeting taking place by the Owner to the Community Working Group.
- 4.7.5 The Owner shall ensure that an appointed representative or consultant (being authorised by the Owner to act on behalf of the Owner) will be available to meet within such twenty-one (21) day period upon not less than 3 working days' notice of a written request from the Community Working Group to discuss any aspect of the proposed plan and to explore alternative options acceptable to the Owner and the Community Working Group.
- 4.7.6 At any time prior to expiration of the twenty-one (21) day consultation period the Owner and the Community Working Group may by agreement extend the twenty-one (21) day period.
- 4.7.7 Within seven (7) days of the expiration of such twenty-one (21) day consultation period (or such period as may have been so extended by mutual agreement) the Owner shall submit the proposed plan to the Council and on the same day provide a copy to the Community Working Group.
- 4.7.8 Such submission to the Council under Clause 4.7.7 shall include copies of all relevant correspondence with the Community Working Group and minutes of meetings with details of changes to the proposed plan made as a result of such consultations and details of the Owner having taken account of the representations made by the Community Working Group and for the avoidance of doubt to include reasons why the Owner has not accepted any changes requested by the Community Working Group.
- 4.7.9 Within a reasonable period the Council shall carry out any further consultations it considers necessary with regard to the relevant plan and notify the Owner of the Council's recommendations following the expiration of any such consultation period
- 4.7.10 The Owner may then and within twenty-one (21) days of such receipt of such recommendations amend the proposed plan and submit the same to the Council for



approval and for the avoidance of doubt where the Owner submits the proposed plan to the Council the Owner must on the same day provide a copy of the proposed amended plan to the Community Working Group.

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 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 planning reference 2017/0183/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor 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 to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2017/0183/P
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2017/0183/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 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 Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/0183/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 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 The parties acknowledge that, on receipt of the proposed plan pursuant to Clause 4.7.11 hereof, the Council shall prepare a report for submission to Members Briefing.
- 6.10 All obligations, covenants and conditions in this Agreement relating to the Community Working Group shall bind the Owner in all respects SAVE THAT in the event that:
- (i) no Community Working Group is established as a result of no person being a recipient of an invitation from the Owner pursuant to sub-clauses 4.6.1 and 4.6.2 hereof) accepting an invitation from the Owner to become a member of the Community Working Group; or
  - (ii) the Community Working Group fails to respond to the draft Construction Management Plan in accordance with the arrangements and timetable set out in 4.7 of this Agreement
- then the Owner shall be deemed to have discharged its obligations, covenants and conditions in this Agreement relating to the Community Working Group.

## 7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

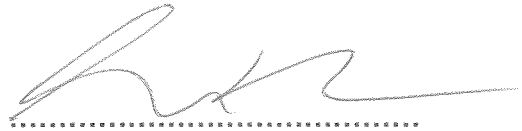
9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
ADAM BIER  
in the presence of:**

)  
)  
)

  
.....

**Witness Signature:**

)

  
.....

**Witness Name: (CAPITALS)**

)

..... FLOISE WINSTON .....

**Address:**

)

..... 59-60 RUSSELL SQUARE .....

)

..... LONDON W1B 4HP .....

**Occupation:**

)

..... JOURNALIST .....

**EXECUTED AS A DEED BY  
ROBERT JULIAN BIER  
in the presence of:**

)  
)  
)

  
.....

**Witness Signature:**

)

  
.....

Witness Name: (CAPITALS)

) ELOISE WINSTON

Address:

) 59-60 RUSSELL SQUARE

) LONDON WC1B 4HP

Occupation:

) SOLICITOR

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

)  
)  
)  
)

R Alexander

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**

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Martin Evans Architects  
18 Charlotte Road  
London  
EC2A 3PB

Application Ref: 2017/0183/P

04 January 2018

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:

**6 Streatley Place  
LONDON  
NW3 1HP**

Proposal:

**DECISION**  
Demolition of the existing workshops & stores and the erection of a 1-3 storey building with 1st and 2nd floor terraces comprising 4x flats.

Drawing Nos: Site Location Plan STR-EX- EX-LOC-00; GA-01; EX-GA-02; EX-GA-03; EX-GA-04; EX-GA-05; GA-06; PL-GA-01; PL-GA-02; PL-GA-03; PL-GA-04; PL-GA-05; PL-GA-06; PL-GA-07; PL-GA-08; PL-GA-09; PL-GA-10; STR\_PL\_Facade rendwe; STR\_PL\_Materials board; STR\_PL\_; Design and Access Statement by Martin Evans Architects dated January 2017; Daylight Sunlight Report by GIA dated 11/01/2017; Daylight Assessment 3 Streatley Place by GIA dated 23/02/2017; Daylight Sunlight Independent Review by Delva Patman Redler dated 05/06/2017; Energy Statement by DDP dated 22/12/2016; Sustainability Design and Construction Report by Martin Evans Architects dated 02/03/2017; Bat Survey by Furesfen; Archaeological Assessment by MOLA dated December 2016; Tree Survey by Tree Aware dated 12/10/016; Root Protection Plan 33461-3-01; Root Protection Plan STR-PL-GA-ARB-01; Arboricultural Impact Assessment by Tree Aware dated 02/05/2017; Letter from Martin Evans Architects dated 07/04/2017;

Construction Management Plan (v3) by Martin Evans Architects dated June 2017; Delivery Route Map; Structural Feasibility Report by Ian Harban Consulting Engineers dated December 2016

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

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

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

Condition(s) and Reason(s):

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

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

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

Site Location Plan STR-EX- EX-LOC-00; GA-01; EX-GA-02; EX-GA-03; EX-GA-04; EX-GA-05; GA-06; PL-GA-01; PL-GA-02; PL-GA-03; PL-GA-04; PL-GA-05; PL-GA-06; PL-GA-07; PL-GA-08; PL-GA-09; PL-GA-10; STR\_PL\_Facade rendwe; STR\_PL\_Materials board; STR\_PL\_; Design and Access Statement by Martin Evans Architects dated January 2017; Daylight Sunlight Report by GIA dated 11/01/2017; Daylight Assessment 3 Streatley Place by GIA dated 23/02/2017; Daylight Sunlight Independent Review by Delva Patman Redler dated 05/06/2017; Energy Statement by DDP dated 22/12/2016; Sustainability Design and Construction Report by Martin Evans Architects dated 02/03/2017; Bat Survey by Furesfen; Archaeological Assessment by MOLA dated December 2016; Tree Survey by Tree Aware dated 12/10/016; Root Protection Plan 33461-3-01; Root Protection Plan STR-PL-GA-ARB-01; Arboricultural Impact Assessment by Tree Aware dated 02/05/2017; Letter from Martin Evans Architects dated 07/04/2017; Construction Management Plan (v3) by Martin Evans Architects dated June 2017; Delivery Route Map; Structural Feasibility Report by Ian Harban Consulting Engineers dated December 2016

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

- a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, louvres, and external doors;

- b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Full details of screening and planting to the roof terraces shall be submitted to and approved in writing by the local planning authority. The screening and planting shall be erected prior to commencement of use of the roof terraces and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 5 Before the brickwork is commenced, a sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Notwithstanding the details shown on the drawings hereby submitted, further details, incorporating modifications to the internal design if appropriate, of secure and covered cycle storage area for 7x cycles, including the doors to the facility and their opening method, shall be submitted to and approved by the local planning authority prior to the commencement of development. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 7 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 Policy CC3 of the London Borough of Camden Local Plan 2017.

- 8 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 Policies A3 and CC2 of the London Borough of Camden Local Plan 2017.

- 9 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Sustainability Design and Construction Report, by Martin Evans Architects, and dated 2 March 2017). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 10 The development hereby approved shall be constructed in accordance with the approved energy statement [Energy Statement, by Doherty Design & Planning Limited, and dated 22nd December 2016.] to achieve a 56% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 40% reduction in carbon dioxide emissions through renewable technologies.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1, CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 11 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells and solar thermal panels 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 G1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 12 Demolition works should commence December to February to avoid the bat hibernation period, wherever possible. All site operatives must be made aware of the possible presence of protected species during works. If any protected species or signs of protected species are found, works should stop immediately and an ecologist should be contacted.

Reason: To ensure compliance with policy A3 of the London Borough of Camden Local Plan 2017 and the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended)

- 13 If more than 1 year passes between the most recent ecological survey and the commencement of works, an updated bat survey must be undertaken immediately prior to any demolition works by a licensed bat worker. Evidence that the survey has been undertaken shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of works.

Reason: To ensure compliance with policy A3 of the Camden Local Plan 2017 and the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended).

- 14 All removal of vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

Reason: To ensure compliance with policy A3 of the London Borough of Camden Local Plan 2017 and the the Wildlife & Countryside Act 1981 (as amended).

- 15 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 details of any proposed earthworks including grading, mounding and other changes in ground levels, and planting for biodiversity. 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 policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 16 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- a. detailed maintenance plan,
  - b. details of its construction and the materials used,
  - c. a section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and
  - d. full planting details including species showing planting of at least 16 plugs per m<sup>2</sup>.

The living roofs 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.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 17 No demolition shall take place until a written scheme of historic building investigation (WSI) has been submitted to and approved by the local planning authority in writing. The development shall then only take place in accordance with such details as have been approved, which shall include the statement of significance and research objectives, and
- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
  - B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI

Reason: Important archaeological remains may exist on this site. Accordingly the Local planning authority wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy D2 of the London Borough of Camden Local Plan 2017.

- 18 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 19 Prior to commencement of any works on site, details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority. 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 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 policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 20 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development. 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 A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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.
- 4 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.

- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973)] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 7 In relation to condition 17, the written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited heritage practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London.
- 8 Further details relating to the underpinning proposals may need to be approved by the Structures and Bridges team in Engineering Services. You are advised to consult with the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk).
- 9 In relation to Condition 6 (cycle storage) the applicant is advised that the door to the facility must either open inwards or be a sliding door so as not to obstruct pedestrian movement.
- 10 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £17,050 (341sqm x £50) for the Mayor's CIL and £170,500 (341sqm x £500 using the relevant rate for uplift in that type of floorspace ) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 11 Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features. The applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Authority.



- 12 All wild birds, their nests and young are protected during the nesting period under The Wildlife and Countryside Act 1981 (as amended).
- 13 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre.

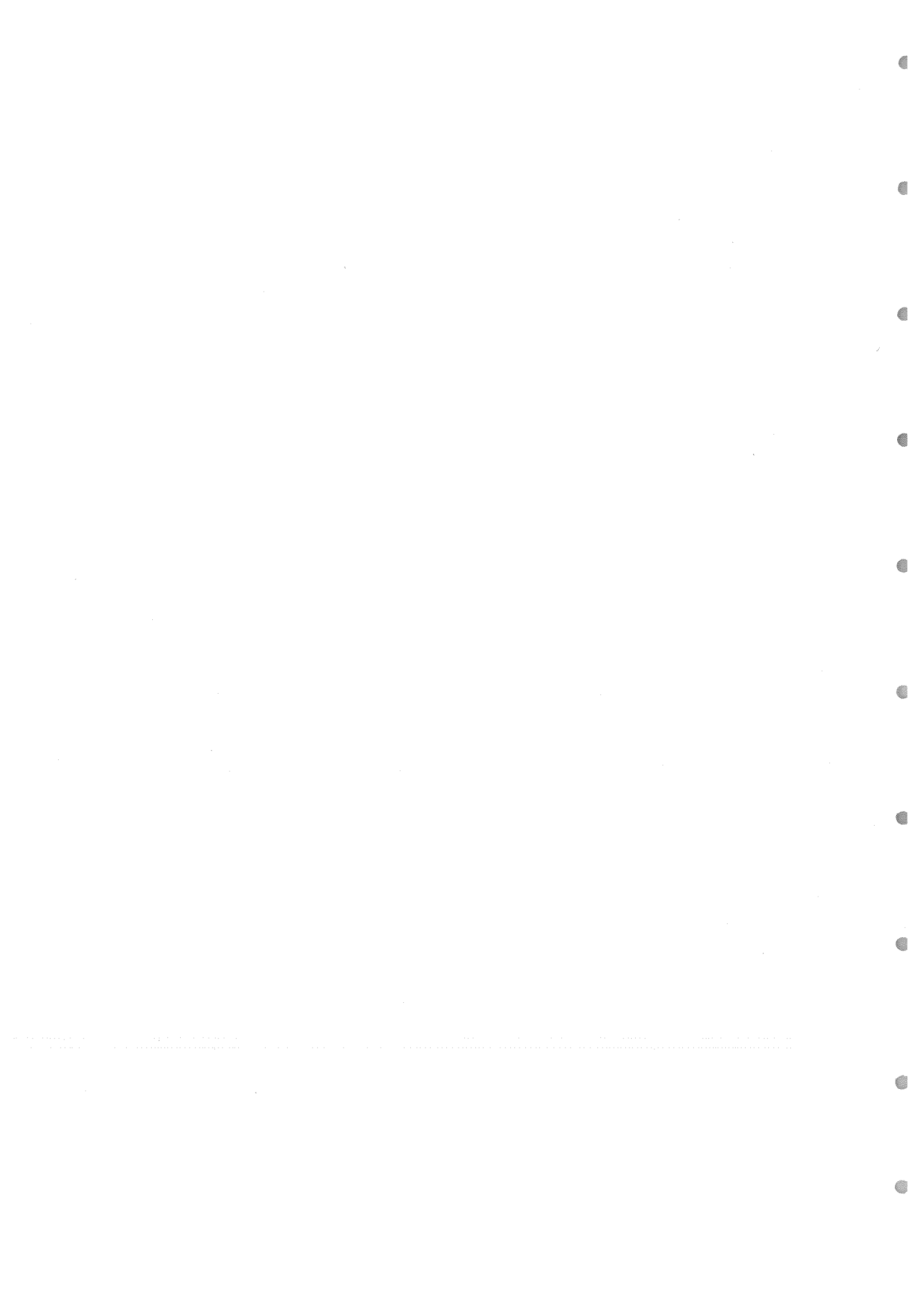
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**



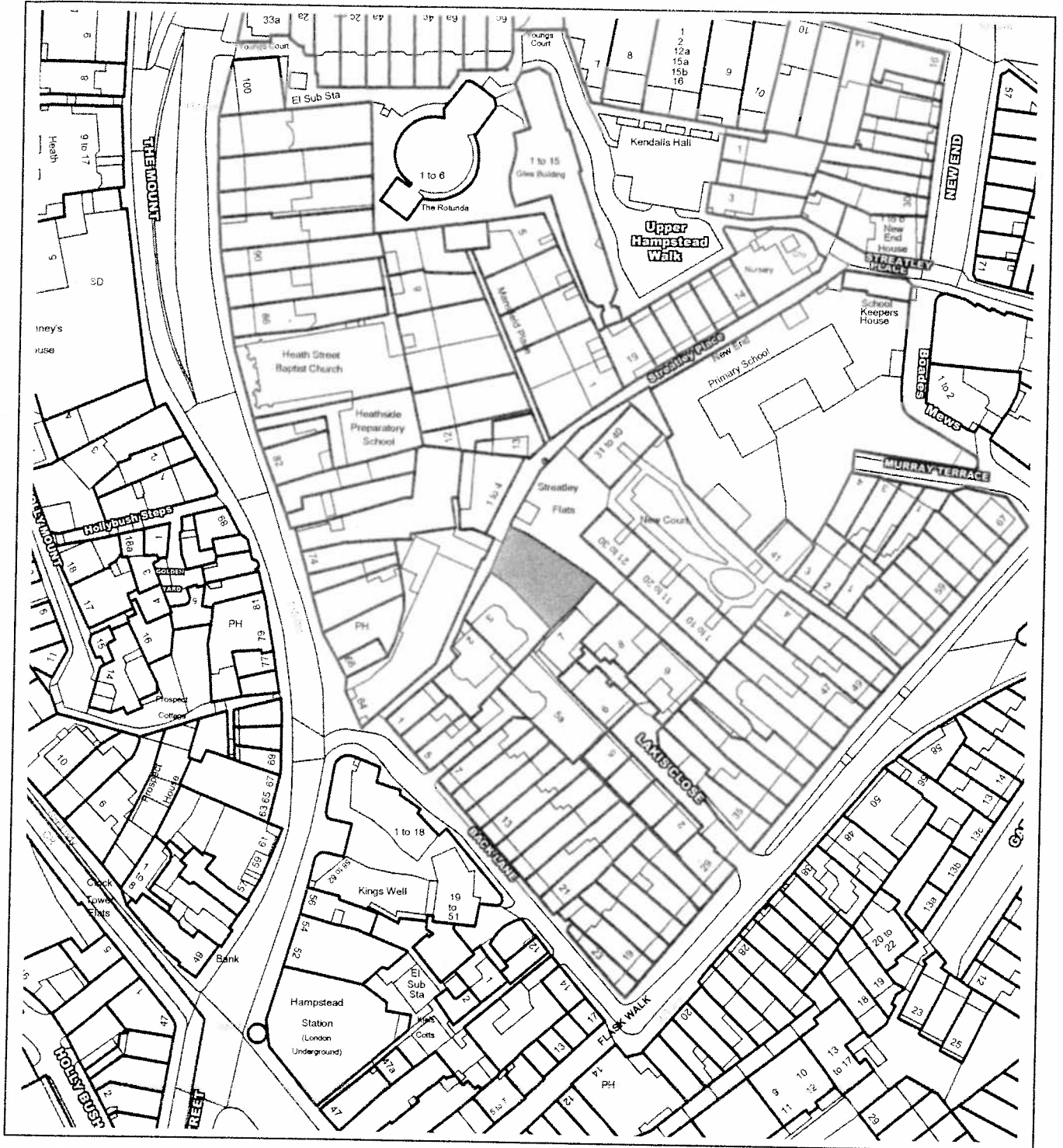
THE THIRD SCHEDULE

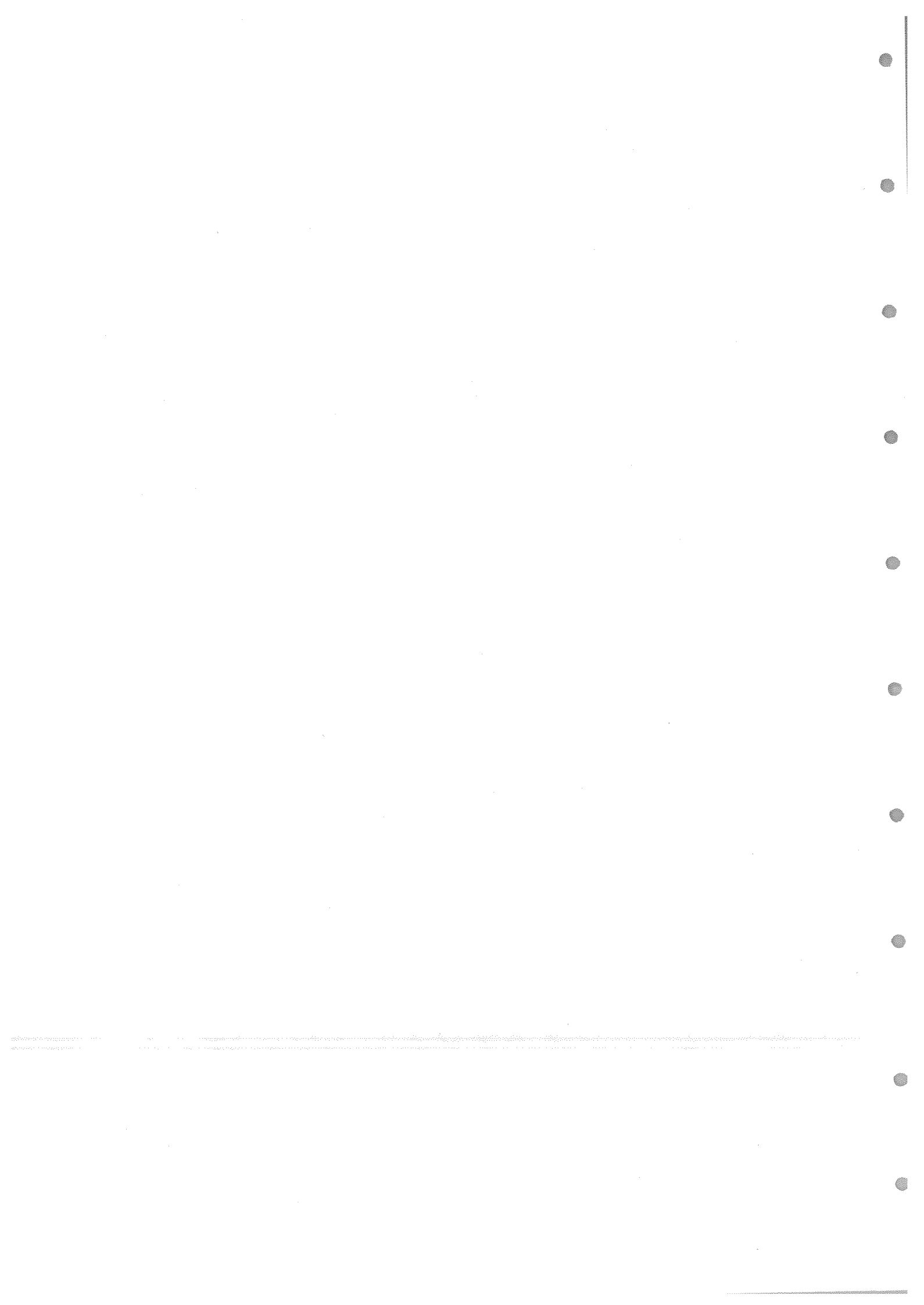
PLAN OF THE PROPERTY



The Property

6 Streatley Place, London, NW3 1HP







DATED

24 JANUARY

2018

(1) ADAM BIER and ROBERT JULIAN BIER

and

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

**A G R E E M E N T**  
relating to land known as

6 Streatley Place  
London  
NW3 1HP

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended) and  
Section 16 of the Greater London Council (General Powers) Act 1974 and  
Section 111 of the Local Government Act 1972 and  
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1800.145 (final)