

DATED 13 April

2017

(1) LEONARD RICHARD LEWIS

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

THE WATER HOUSE, MILLFIELD LANE, LONDON N6 6HQ

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

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

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 4125  
CLS/COM/OO.1800.518



THIS AGREEMENT is made the

13<sup>th</sup>

day of

April

2017

**BETWEEN:**

- A. **LEONARD RICHARD LEWIS** of Apartment E121, Montevetro, 100 Battersea Church Road, London SW11 3YL (hereinafter called "the Owner") of the first part
- B. **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 NGL709805.
- 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 28 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3692/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.

## 2. DEFINITIONS

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

- |     |   |  |
|-----|---|--|
| 2.1 | "the Act"                                 | the Town and Country Planning Act 1990 (as amended)  |
| 2.2 | "the Agreement"                           | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed   |
| 2.4 | "Construction Management Plan"            | <p>a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"><li>(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 building out of the Development;</li><li>(ii) proposals to ensure there are no adverse effects on the conservation area features;</li></ul> |

- (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;
- (vi) details of measures to protect the road surface, tree roots and adjoining boundary structures along Millfield Lane, in accordance with the specifications of the Arboricultural Opinion report dated 23 February 2018 by Treework Environmental Practice, Report on pavement condition by Andrew Dawson (in Appendix E of 800 Group Construction Management Plan ref CCE/V321/CMP-02 dated December 2017 by Cannon Consulting Engineers), and Structural Assessment report dated January 2018 by James Frith Ltd, and as agreed in the letter dated 2 March 2018 by SMPlanning;
- (vii) details of the Construction Working Group in accordance with the requirements of the Council's Pro Forma Construction Management Plan; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a

mechanism for monitoring and reviewing as required from time to time

- 2.5 "the Construction Management Plan Implementation Support Contribution" the sum of £3.136 (three thousand one hundred and thirty six pounds pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
- 2.6 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.7 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.8 "Construction Working Group" a working group to be convened in accordance with the requirements of the Construction Management Plan the objectives of which shall be to address any requirements in relation to working hours and times of delivery to the Property during the Construction Phase and to hold regular meetings to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development in relation to the effect on the surrounding residents and occupants so as to minimise disruption and the effect on the local residents and businesses
- 2.9 "the Development" erection of a single storey side extension, 2 storey front infill extension, and part single part two storey rear extension,

including facade and roof alterations to main house and front wing; erection of a side extension to outbuilding in rear garden to be used as ancillary habitable accommodation; and landscaping works including external ramps as shown on drawing numbers:- Drawings (all prefix 17007)- X000, X100, X110, X130, X200, X201, X300, X301, P000, 001C, 003A, 004B, 100C, 110D, 190D, 191, 200B, 201, 300C, 301B, 302B, 8-000B, 001B, 060D, SK-P01, P03;

Planning Statement dated June 2017 by Z Brunel; Statement of Community Involvement revised July 2017 by SM Planning; Design & Access Statement revised August 2017 by KSR Architects; Acoustic Report ref 170522-R001B dated August 2017 by ACA Acoustics; Construction Management Plan proforma v.2.2 updated 12/02/2018 by Cannon Consulting Engineers; 800 Group Construction Management Plan ref CCE/V321/CMP-02 dated December 2017 by Cannon Consulting Engineers; Preliminary Ecological Appraisal dated June 2017 by MKA Ecology; Nocturnal Bat Survey dated June 2017 by MKA Ecology; Arboricultural Impact Assessment report ref UKE/WHS/AIA/01c dated 15.12.17 by Landmark Trees; drainage plan 26028-SKD600 P1 by Price and Myers; Landscape design precedents dated 26.6.17 by Bowles and Wyer; landscape plans 2318-13-01A, 2318-11-01A; letter dated 2.3.18 by SMPlanning; Arboricultural Opinion report dated 23.2.18 by Treework Environmental Practice; Structural Assessment report dated January 2018 by James Frith Ltd

- 2.10 "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

- 2.11 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council and the Owner
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 28 June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3692/P subject to conclusion of this Agreement
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as The Water House, Millfield Lane, London N6 6HQ the same as shown shaded grey on the plan annexed hereto

**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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 and 7 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 **CONSTRUCTION MANAGEMENT PLAN**

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

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

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

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

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in 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.

## 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 2017/3692/P the date upon which the Development will be 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 jointly and severally 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 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 2017/3692/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/3692/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number

2017/3692/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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY  
LEONARD RICHARD LEWIS  
in the presence of:

)  
)  
)

.....  
Witness Signature

Witness Name:

Address:

Occupation:

*C. Lewis*  
*Witness*  
*Mohamed Amman*  
*16 Teal Court, Elgar Avenue*  
*London NW1 8PG*  
*Classier*

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

.....  
*Cip Bikes*

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**





# NORTHGATE SE GIS Print Template



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Z Brunel  
C/o KSR Architects  
14 Greenland Street  
London NW1 0ND

Application Ref: **2017/3692/P**

29 March 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:  
**The Water House**  
**Millfield Lane**  
**London N6 6HQ**

**PROPOSAL**  
**DECISION**

Erection of a single storey side extension, 2 storey front infill extension, and part single part two storey rear extension, including facade and roof alterations to main house and front wing; erection of a side extension to outbuilding in rear garden to be used as ancillary habitable accommodation; erection of pergola carport at end of driveway; and landscaping works including external ramps.

Drawing Nos: Drawings (all prefix 17007)- X000, X100, X110, X130, X200, X201, X300, X301, P000, 001C, 003A, 004B, 100C, 110D, 190D, 191, 200B, 201, 300C, 301B, 302B, 8-000B, 001B, 060D, SK-P01, P03;

Planning Statement dated June 2017 by Z Brunel; Statement of Community Involvement revised July 2017 by SM Planning; Design & Access Statement revised August 2017 by KSR Architects; Acoustic Report ref 170522-R001B dated August 2017 by ACA Acoustics; Construction Management Plan proforma v.2.2 updated 12/02/2018 by Cannon Consulting Engineers; 800 Group Construction Management Plan ref CCE/V321/CMP-02 dated December 2017 by Cannon Consulting Engineers; Preliminary Ecological Appraisal dated June 2017 by MKA Ecology; Nocturnal Bat Survey dated June 2017 by MKA Ecology; Arboricultural Impact Assessment report ref UKE/WHS/AIA/01c dated 15.12.17 by Landmark Trees; drainage plan 26028-SKD600 P1 by Price and Myers; Landscape design precedents dated 26.6.17 by Bowles and Wyer; landscape plans 2318-13-01A, 2318-11-01A; letter dated 2.3.18 by SMPlanning; Arboricultural Opinion report dated 23.2.18 by Treework Environmental Practice; Structural Assessment report dated January 2018 by James Frith Ltd.

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-

Drawings (all prefix 17007)- X000, X100, X110, X130, X200, X201, X300, X301, P000, 001C, 003A, 004B, 100C, 110D, 190D, 191, 200B, 201, 300C, 301B, 302B, 8-000B, 001B, 060D, SK-P01, P03; Planning Statement dated June 2017 by Z Brunel; Statement of Community Involvement revised July 2017 by SM Planning; Design & Access Statement revised August 2017 by KSR Architects; Acoustic Report ref 170522-R001B dated August 2017 by ACA Acoustics; Construction Management Plan proforma v.2.2 updated 12/02/2018 by Cannon Consulting Engineers; 800 Group Construction Management Plan ref CCE/V321/CMP-02 dated December 2017 by Cannon Consulting Engineers; Preliminary Ecological Appraisal dated June 2017 by MKA Ecology; Nocturnal Bat Survey dated June 2017 by MKA Ecology; Arboricultural Impact Assessment report ref UKE/WH5/AIA/01c dated 15.12.17 by Landmark Trees; drainage plan 26028-SKD600 P1 by Price and Myers; Landscape design precedents dated 26.6.17 by Bowles and Wyer; landscape plans 2318-13-01A, 2318-11-01A; letter dated 2.3.18 by SMPlanning; Arboricultural Opinion report dated 23.2.18 by Treework Environmental Practice; Structural Assessment report dated January 2018 by James Frith Ltd.

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

- 3 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, of all windows, external doors, gates, balcony balustrades, pergolas and carport shall be submitted to and approved in writing by the local planning authority.

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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Before the relevant part of the work is begun, full details of hard and soft landscaping and means of enclosure of all un-built, open areas shall be 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. 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.

- 6 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or 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 A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 7 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 during construction in accordance with the approved protection details, ref UKE/WHS/AIA/01c dated 15.12.17 by Landmark Trees. Prior to commencement of development (excluding enabling and site preparation works), evidence of the implementation of these approved tree protection measures shall be submitted to and approved by the Council.

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.

- 8 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 9 Before the use of the external plant commences, the air-conditioning plant shall be provided with acoustic isolation and sound attenuation in accordance with the recommendations of the acoustic report hereby approved, details of which shall be submitted to and approved beforehand by the local planning authority. All such measures shall thereafter be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1, A4, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 10 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 as amended or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over-development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies G1, D1, D2 and A1 of London Borough of Camden Local Plan 2017.

- 11 Prior to first occupation of the development, a plan showing details of 6 bat and 5 bird boxes, including 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 policies D1 and A3 of the London Borough of Camden Local Plan 2017.

- 12 Prior to commencement of implementation of the rear extension, 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) a detailed scheme of maintenance;
  - b) sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used;
  - c) full details of planting species and density

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 CC2, CC3, D1, D2 and A3 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 The removal of vegetation and buildings on site should be undertaken outside the breeding bird season of February to September inclusive. Should it prove necessary to undertake demolition or clearance works during the bird nesting season, then a pre-works check for nesting birds should be undertaken by a qualified ecologist. If any active nests are found, works should cease and an appropriate buffer zone should be established (to be advised by the qualified ecologist). This buffer zone should be left intact until it has been confirmed that the young have fledged and the nest is no longer in use.
- 5 During any internal or external demolition of buildings or any site clearance, a precautionary measure is required that all contractors are aware of potential roosting bats and that roof tiles and soffits should be removed by hand. Should bats or their roosts be identified, then works must cease immediately and the applicant must apply for, and obtain, a European Protected Species Licence and submit proof of this to the local planning authority before work recommences.
- 6 The applicant is advised to enter into a bond or financial agreement with other relevant frontagers along Millfield Lane (including the City of London) to ensure that this private lane is satisfactorily maintained and repaired at the applicant's expense during the construction programme.

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



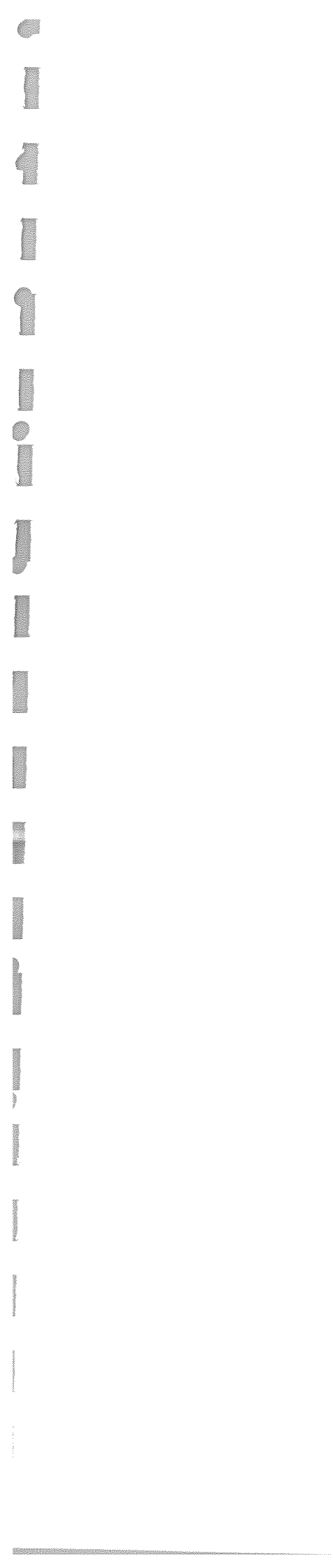
Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**





DATED

13 April

2017

(1) LEONARD RICHARD LEWIS

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

**THE WATER HOUSE, MILLFIELD LANE, LONDON N6 6HQ**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

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

**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

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