

DATED 11 October

2018

(1) YALI SASSOON AND SARAH SASSOON

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
24 HEATH DRIVE LONDON NW3 7SB

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

Tel: 020 7974 5826

CLS/COM/LN/1800.823
s106 FINAL



THIS AGREEMENT is made the 11th day of October 2018

BETWEEN:

- A. **YALI SASSOON** and **SARAH SASSOON** of 24 Heath Drive London NW3 7SB (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 NGL339994.
- 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 19 February 2018 and the Council resolved to grant permission conditionally under reference number 2018/0914/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 demolition of 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 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 data-bbox="603 1339 1412 1682">(a) 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 Existing Buildings or structures on the Property and the building out of the Development <li data-bbox="603 1749 1412 1839">(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase; <li data-bbox="603 1906 1412 1995">(c) proposals to ensure there are no adverse effects on the Conservation Area features

		<p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) 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</p>
2.5	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty six 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"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of Existing Buildings</p>
2.7	"the Council's Considerate"	the document produced by the Council from time to time

	Contractor Manual"	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	"the Development"	<p>Demolition of 2 storey side garage and utility room; lowering of the ground levels of the existing basement and new basement extension; erection of single storey garage replacement; part double, part single storey side extension to north east elevation; rear ground extension following removal of the bay window; ^{erection of} front and side dormers and roof lights; internal alterations; tree works and landscaping including wooden shed to the rear as shown on drawing numbers:-</p> <p>Existing Drawings: 0500, 999, 1000, 1001, 1002, 1003, 1100, 1101, 1102, 1103, 1200, 1201, 1202, L(00)01 rev P1, L(00)02 rev P1.</p> <p>Proposed Drawings: 0501 rev A, 1499 rev A, 1500 rev B, 1501 rev A, 1502 rev B, 1503 rev A, 1600 rev A, 1601 rev B, 1602 rev A, 1603 rev A, 1700 rev A, 1701 rev A, 1999 rev A, 2000 rev C, 2001 rev B, 2002 rev C, 2003 rev C, 2099 rev A, 2100 rev B, 2101 rev B, 2102 rev B, 2199 rev A, 2200 rev A, 2201 rev B, 2202 rev B, 2299 rev A, 2300 rev A, 2301 rev B, 2302 rev B, 3000 rev A, 3001 rev B, 3002 rev A, 3003 rev B, 3100, 3101, 3102 rev A, 3103, 3104, 3105 rev A, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 4000 rev A, 4001, 4002 rev B, 4003, 5000, 5001, 5002 rev A, 5003, 5004, 6000, 6001, 6002, 6003, 6004, 6005 rev A, 6006, 6100 rev B, 6101, 6102, 6103 rev A, 6104, 6105, 6106, 6107, 6108, 6109, 6300, 7000, 7001, 7002, 8000, L(17)01 rev P2, L(17)02 rev P3, L(23)01 rev P3, L(23)02 rev P6, L(23)03 rev P3, L(23)04 rev P3, L(23)05 rev P3, A(28)01 rev P3, A(28)02 rev P4, A(28)03 rev P4, A(30)00 rev P1, A(30)01 rev P2, A(30)02 rev P2, A(30)03 rev P2, A(30)04 rev P2, A(30)05 rev P2, A(30)06 rev P2, A(30)07 rev P2, A(30)08 rev P2, A(30)09 rev P2, A(30)10 rev P2, A(30)11 rev P2, A(23)01 rev P2, A(23)02 rev P1, A(28)50 rev P3, A(28)51 rev P2, A(28)52 rev P3, A(28)53 rev P2, SW/004/06A;</p>

	<p>Banham bronze locks manufacturers details; Carlisle Brass door fittings details numbered V1005, WF12S, DK39C, AA40, AA42, DK13 & Manital data sheet; Conservation Specifications - Guidelines for service removal/installation document.</p> <p>Electrical Services drawings: 16/117-E01 rev PL, 16/117-E02 rev PL2, 16/117-E03 rev PL2, 16/117-E04 rev PL3, 16/117-E05 rev PL3, 16/117-E06 rev PL3, 16/117-E07 rev PL2, 16/117-E08 rev PL3, 16/117-E09 rev PL3, 16/117-E10 rev PL3, 16/117-E12 rev PL, 16/117-E13 rev PL2.</p> <p>Mechanical and Servicing drawings: 16/117-M01 rev PL3, 16/117-M02 rev PL3, 16/117-M03 rev PL3, 16/117-M04 rev PL4, 16/117-M05 rev PL4, 16/117-M06 rev PL3, 16/117-M07 rev PL3, 16/117-M08 rev PL3, 16/117-M09 rev PL0, 16/117-M10 rev PL0, 16/117-M11 rev PL1, 16/117-M12 rev PL0, 16/117-M14 rev PL2, 16/117-M15 rev PL0, 16/117-M16 rev PL1, 16/117-M17 rev PL0, 16/117-M18 rev PL1, 16/117-M19 rev PL1, 16/117-M20 rev PL1, 16/117-PH01 rev PL1, 16/117-PH02 rev PL1, 16/117-PH03 rev PL3, 16/117-PH04 rev PL3, 16/117-PH05 rev PL3, 16/117-PH06 rev PL3, 16/117-PH07 rev PL3, 16/117-PH08 rev PL1.</p> <p>Swimming pool detailed drawings refs: HCS 1502 002 rev C, HCS 1502 003 rev A, HCS 1502 004 rev A, HCS 1502 005, HCS 1502 006, HCS 1502 007, HCS 1502 008.</p> <p>Samples - 'Old Victorian Pressed Medium Dark' brick panel by Furness; 'Corten Steel' sample by Kingspan.</p> <p>Documents: Draft Construction Management Plan and Appendices A.1, A.2, A.3, B & C; Structural Engineers Construction Method Statement rev P2 dated 30/01/2018; Planning statement dated February 2018; Planning Brochure rev B, prepared by Kyson; Heritage appraisal dated January 2018; Noise Impact Assessment ref: 12935-NIA-01 Rev C dated 20/04/2018; Specification for the Electrical Engineering Services rev 02 dated September 2018; Basement Impact Assessment dated March 2018; Email dated from Gabriel GeoConsulting Ltd; Addendum to</p>
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		<p>Basement Impact Assessment dated 11/07/2018; Daylight and Sunlight Amenity Report dated 20/04/2018.</p> <p>Trees and Landscaping details: Cowley White Landscape Design Statement dated 20/12/2017; Landscape lighting specification sheets; Hard landscaping materials and specifications document; Cowley White Sketch drawings refs: 001 rev E, Landscape design layout ref 002 rev H, Landscape dimensioned plan ref 002 rev F, 003 rev E, 005 rev B, 006, 008; Planting Schedule; Tree Survey & Landscape Design ref: 508-16; Arboricultural Implication Assessment ref: 1948 24 Heath Drive AIA 1802-06rc.docx; Arboricultural Method Statement Ref: 1948 24 Heath Drive AMS 1802-06rc.docx; Tree Protection Plan - Build construction ref: 001 rev 002; Tree Protection Plan - Landscape construction ref 002 rev 001; Tree Survey and Tree Constraints Plan ref: 1948 24 Heath Drive Tree Survey Report 1610-31sc.docx; Ecology Report ref: 2348 - 24 Heath Drive Ecology Survey - 1707-21rc.docx; Tree Condition Survey ref: 2349 - 24 Heath Drive - Tree Condition Survey - 1707-21rc.docx.</p>
2.9	"Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.10	"the Highways Contribution"	<p>the sum of £4,375.89 (four thousand three hundred and seventy five pounds and eighty nine 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 the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <p>(a) New granite flat kerbs, new ASP flags and asphalt cross over; and</p> <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the</p>

		<p>Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs</p>
2.11	"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
2.12	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.13	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.14	"the Parties"	mean the Council and the Owner
2.15	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 19 February 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0914/P subject to conclusion of this Agreement
2.16	"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
2.17	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.18	"the Property"	the land known as 24 Heath Drive London NW3 7SB the same as shown shaded grey on the plan annexed hereto
2.19	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall 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:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) 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:

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

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

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

4.2 HIGHWAYS CONTRIBUTION

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

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

- 4.2.3 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.8 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2018/0914/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 Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2018/0914/P
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution and the Highways Contribution pursuant to Clauses 4.1 and 4.2 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 2018/0914/P. Electronic Transfer

be made directly to 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.

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 Office for National Statistics 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 quoting the planning reference number 2018/0914/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 its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed 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. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

8.1 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 their Deed the day and year first before written

EXECUTED AS A DEED BY
YALI SASSOON
in the presence of:

) Yali Sassoon
)
)


.....
Witness Signature

Witness Name: CHANNA DESSAU
Address: The Roma Building
32-38 Scrutton Street
London
Occupation: ASSISTANT EC2A 4RQ

EXECUTED AS A DEED BY
SARAH SASSOON
in the presence of:

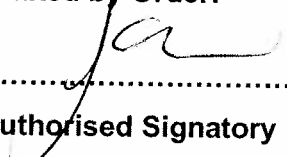
) Sarah Sassoon
)
)


.....
Witness Signature

Witness Name: CHANNA DESSAU
Address: The Roma Building
32-38 Scrutton Street
London
Occupation: ASSISTANT EC2A 4RQ

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
24 HEATH DRIVE LONDON NW3 7SB

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


.....
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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[Handwritten signatures]



Bell Cornwell LLP
The Print Rooms
164-180 Union Street
London
SE1 0LH

Application Ref: **2018/0914/P**

26 September 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:
24 Heath Drive
London
NW3 7SB

DECISION
Proposal:

Demolition of 2 storey side garage and utility room; lowering of the ground levels of the existing basement and new basement extension; erection of single storey garage replacement; part double, part single storey side extension to north east elevation; erection of 1 x side dormer and roof lights; internal alterations; tree works and landscaping including wooden shed to the rear.

Drawing Nos: Existing Drawings:

0500, 999, 1000, 1001, 1002, 1003, 1100, 1101, 1102, 1103, 1200, 1201, 1202, L(00)01
rev P1, L(00)02 rev P1.

Proposed Drawings:

0501 rev A, 1499 rev A, 1500 rev B, 1501 rev A, 1502 rev B, 1503 rev A, 1600 rev A, 1601 rev B, 1602 rev A, 1603 rev A, 1700 rev A, 1701 rev A, 1999 rev A, 2000 rev C, 2001 rev B, 2002 rev C, 2003 rev C, 2099 rev A, 2100 rev B, 2101 rev B, 2102 rev B, 2199 rev A, 2200 rev A, 2201 rev B, 2202 rev B, 2299 rev A, 2300 rev A, 2301 rev B, 2302 rev B, 3000 rev A, 3001 rev B, 3002 rev A, 3003 rev B, 3100, 3101, 3102 rev A, 3103, 3104, 3105 rev A, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 4000 rev A, 4001, 4002 rev B, 4003, 5000, 5001, 5002 rev A, 5003, 5004, 6000, 6001, 6002, 6003, 6004, 6005 rev A, 6006, 6100 rev B, 6101, 6102, 6103 rev A, 6104, 6105, 6106, 6107, 6108, 6109, 6300, 7000, 7001, 7002, 8000, L(17)01 rev P2, L(17)02 rev P3, L(23)01 rev P3, L(23)02 rev P6, L(23)03 rev P3, L(23)04 rev P3, L(23)05 rev P3, A(28)01 rev P3, A(28)02 rev P4, A(28)03 rev P4, A(30)00 rev P1, A(30)01 rev P2, A(30)02 rev P2, A(30)03 rev P2, A(30)04 rev P2, A(30)05 rev P2, A(30)06 rev P2, A(30)07 rev P2, A(30)08 rev P2, A(30)09 rev P2, A(30)10 rev P2, A(30)11 rev P2, A(23)01 rev P2, A(23)02 rev P1, A(28)50 rev P3, A(28)51 rev P2, A(28)52 rev P3, A(28)53 rev P2, SW/004/06A; Banham bronze locks manufacturers details; Carlisle Brass door fittings details numbered V1005, WF12S, DK39C, AA40, AA42, DK13 & Manital data sheet; Conservation Specifications - Guidelines for service removal/installation document.

Electrical Services drawings: 16/117-E01 rev PL, 16/117-E02 rev PL2, 16/117-E03 rev PL2, 16/117-E04 rev PL3, 16/117-E05 rev PL3, 16/117-E06 rev PL3, 16/117-E07 rev PL2, 16/117-E08 rev PL3, 16/117-E09 rev PL3, 16/117-E10 rev PL3, 16/117-E12 rev PL, 16/117-E13 rev PL2.

Mechanical and Servicing drawings: 16/117-M01 rev PL3, 16/117-M02 rev PL3, 16/117-M03 rev PL3, 16/117-M04 rev PL4, 16/117-M05 rev PL4, 16/117-M06 rev PL3, 16/117-M07 rev PL3, 16/117-M08 rev PL3, 16/117-M09 rev PL0, 16/117-M10 rev PL0, 16/117-M11 rev PL1, 16/117-M12 rev PL0, 16/117-M14 rev PL2, 16/117-M15 rev PL0, 16/117-M16 rev PL1, 16/117-M17 rev PL0, 16/117-M18 rev PL1, 16/117-M19 rev PL1, 16/117-M20 rev PL1, 16/117-PH01 rev PL1, 16/117-PH02 rev PL1, 16/117-PH03 rev PL3, 16/117-PH04 rev PL3, 16/117-PH05 rev PL3, 16/117-PH06 rev PL3, 16/117-PH07 rev PL3, 16/117-PH08 rev PL1.

Swimming pool detailed drawings refs: HCS 1502 002 rev C, HCS 1502 003 rev A, HCS 1502 004 rev A, HCS 1502 005, HCS 1502 006, HCS 1502 007, HCS 1502 008.

Samples - 'Old Victorian Pressed Medium Dark' brick panel by Furness; 'Corten Steel' sample by Kingspan.

Documents:

Draft Construction Management Plan and Appendices A.1, A.2, A.3, B & C; Structural Engineers Construction Method Statement rev P2 dated 30/01/2018; Planning statement dated February 2018; Planning Brochure rev B, prepared by Kyson; Heritage appraisal dated January 2018; Noise Impact Assessment ref: 12935-NIA-01 Rev C dated 20/04/2018; Specification for the Electrical Engineering Services rev 02 dated September 2018; Basement Impact Assessment dated March 2018; Email dated from Gabriel GeoConsulting Ltd; Addendum to Basement Impact Assessment dated 11/07/2018; Daylight and Sunlight Amenity Report dated 20/04/2018.

Trees and Landscaping details:

Cowley White Landscape Design Statement dated 20/12/2017; Landscape lighting specification sheets; Hard landscaping materials and specifications document; Cowley White Sketch drawings refs: 001 rev E, Landscape design layout ref 002 rev H, Landscape dimensioned plan ref 002 rev F, 003 rev E, 005 rev B, 006, 008; Planting Schedule; Tree Survey & Landscape Design ref: 508-16; Arboricultural Implication Assessment ref: 1948 24 Heath Drive AIA 1802-06rc.docx; Arboricultural Method Statement Ref: 1948 24 Heath Drive AMS 1802-06rc.docx; Tree Protection Plan - Build construction ref: 001 rev 002; Tree Protection Plan - Landscape construction ref 002 rev 001; Tree Survey and Tree Constraints Plan ref: 1948 24 Heath Drive Tree Survey Report 1610-31sc.docx; Ecology Report ref: 2348 - 24 Heath Drive Ecology Survey - 1707-21rc.docx; Tree Condition Survey ref: 2349 - 24 Heath Drive - Tree Condition Survey - 1707-21rc.docx.

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

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

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

Condition(s) and Reason(s):

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

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

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

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

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

Existing Drawings:

0500, 999, 1000, 1001, 1002, 1003, 1100, 1101, 1102, 1103, 1200, 1201, 1202, L(00)01 rev P1, L(00)02 rev P1.

Proposed Drawings:

0501 rev A, 1499 rev A, 1500 rev B, 1501 rev A, 1502 rev B, 1503 rev A, 1600 rev A, 1601 rev B, 1602 rev A, 1603 rev A, 1700 rev A, 1701 rev A, 1999 rev A, 2000 rev C, 2001 rev B, 2002 rev C, 2003 rev C, 2099 rev A, 2100 rev B, 2101 rev B, 2102 rev B, 2199 rev A, 2200 rev A, 2201 rev B, 2202 rev B, 2299 rev A, 2300 rev A, 2301 rev B, 2302 rev B, 3000 rev A, 3001 rev B, 3002 rev A, 3003 rev B, 3100, 3101, 3102 rev A, 3103, 3104, 3105 rev A, 3106, 3107, 3108, 3109, 3110, 3111, 3112, 4000 rev A, 4001, 4002 rev B, 4003, 5000, 5001, 5002 rev A, 5003, 5004, 6000, 6001, 6002, 6003, 6004, 6005 rev A, 6006, 6100 rev B, 6101, 6102, 6103 rev A, 6104, 6105, 6106, 6107, 6108, 6109, 6300, 7000, 7001, 7002, 8000, L(17)01 rev P2, L(17)02 rev P3, L(23)01 rev P3, L(23)02 rev P6, L(23)03 rev P3, L(23)04 rev P3, L(23)05 rev P3, A(28)01 rev P3, A(28)02 rev P4, A(28)03 rev P4, A(30)00 rev P1, A(30)01 rev P2, A(30)02 rev P2, A(30)03 rev P2, A(30)04 rev P2, A(30)05 rev P2, A(30)06 rev P2, A(30)07 rev P2, A(30)08 rev P2, A(30)09 rev P2, A(30)10 rev P2, A(30)11 rev P2, A(23)01 rev P2, A(23)02 rev P1, A(28)50 rev P3, A(28)51 rev P2, A(28)52 rev P3, A(28)53 rev P2, SW/004/06A; Banham bronze locks manufacturers details; Carlisle Brass door fittings details numbered V1005, WF12S, DK39C, AA40, AA42, DK13 & Manital data sheet; Conservation Specifications - Guidelines for service removal/installation document.

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Swimming pool detailed drawings refs: HCS 1502 002 rev C, HCS 1502 003 rev A, HCS 1502 004 rev A, HCS 1502 005, HCS 1502 006, HCS 1502 007, HCS 1502 008.

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- 4 Trees and Landscaping details:
Cowley White Landscape Design Statement dated 20/12/2017; Landscape lighting specification sheets; Hard landscaping materials and specifications document; Cowley White Sketch drawings refs: 001 rev E, Landscape design layout ref 002 rev H, Landscape dimensioned plan ref 002 rev F, 003 rev E, 005 rev B, 006, 008; Planting Schedule; Tree Survey & Landscape Design ref: 508-16; Arboricultural Implication Assessment ref: 1948 24 Heath Drive AIA 1802-06rc.docx; Arboricultural Method Statement Ref: 1948 24 Heath Drive AMS 1802-06rc.docx; Tree Protection Plan - Build construction ref: 001 rev 002; Tree Protection Plan - Landscape construction ref 002 rev 001; Tree Survey and Tree Constraints Plan ref: 1948 24 Heath Drive Tree Survey Report 1610-31sc.docx; Ecology Report ref: 2348 - 24 Heath Drive Ecology Survey - 1707-21rc.docx; Tree Condition Survey ref: 2349 - 24 Heath Drive - Tree Condition Survey - 1707-21rc.docx.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or 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.

- 6 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 Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in relation to design demolition and 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.

- 7 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.

- 8 Prior to the first use of the proposed plant, detailed layout drawings indicating plant/enclosure locations, and atmosphere-side AHU ducting and attenuator layouts shall be submitted to and approved by the Council in writing.

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 10 The basement shall be constructed in accordance with the details, recommendations, methodologies and mitigation measures in the Basement Impact Assessment dated March 2018, email dated from Gabriel GeoConsulting Ltd and Addendum to Basement Impact Assessment dated 11/07/2018 hereby approved.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 11 The first floor windows to the north east elevation shall be obscure-glazed and permanently retained as such.

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.

- 12 No development shall take place until full details of hard and soft landscaping, means of enclosure of all un-built, open areas, and details of replacement trees proportionate to those to be removed, 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. 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, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- DRAFT**
- 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 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
 - 4 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.
- DECISION**

- 5 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. Thames Water would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

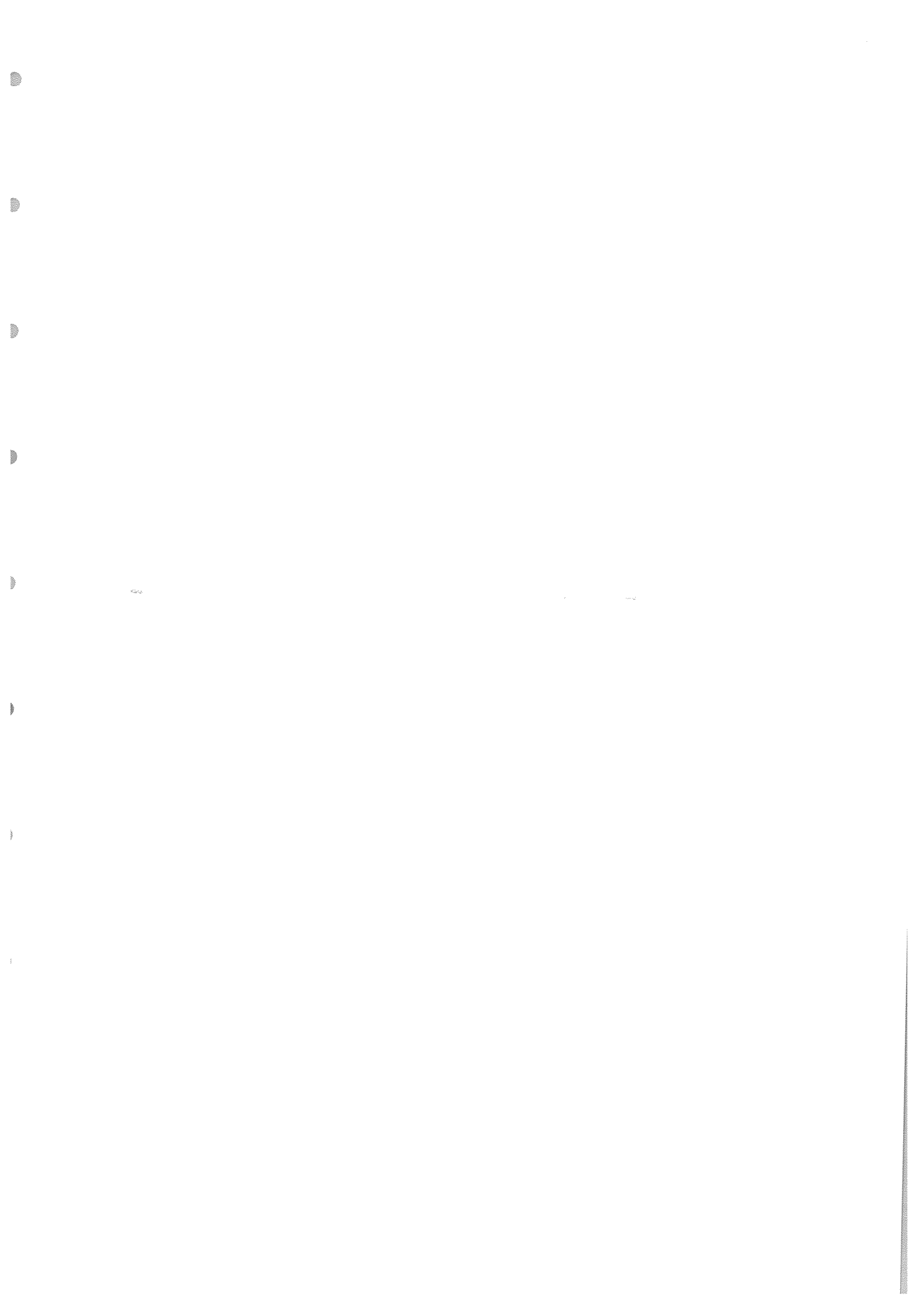
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

DRAFT

Supporting Communities Directorate

DECISION



DATED

11 October

2018

(1) YALI SASSOON AND SARAH SASSOON

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
24 HEATH DRIVE LONDON NW3 7SB
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
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5826

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