DATED 11 June 2018

(1) BRYAN MARTIN COYNE

and

(2) BANK INSINGER DE BEAUFORT N.V.

and

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

AGREEMENT

relating to land known as

BONCARA, 35 TEMPLEWOOD AVENUE, LONDON NW3 7UY

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, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980

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

CLS/COM/ESA/1800.580

THIS AGREEMENT is made the 11th day of June 2018

B E T W E E N:

i. **BRYAN MARTIN COYNE** of Boncara, 35 Templewood Avenue, London NW3 7UY (hereinafter called "the Owner") of the first part

ii. **BANK INSINGER DE BEAUFORT N.V.** (incorporated in Netherlands) of 1017 BV, Amsterdam, Netherlands and care of Portner Solicitors, 7-10 Chandos Street, London W1G 9DQ (hereinafter called "the Mortgagee") of the second part

iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL706512 subject to a charge to the Mortgagee.

1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 17 August 2017 and the Council resolved to grant permission conditionally under reference number 2017/4498/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.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 2017/4498/P and dated 15 February 2017 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Basement Approval in Principle Application"	an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
2.4	"Basement Approval in Principle Contribution"	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the

		Council's Highways Structural team of the Basement Approval in Principle Application
2.5	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.6	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to): (i) a statement to be submitted to 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 the protection and preservation of the listed building during the Construction Phase;

(iii) proposals to ensure there are no adverse effects on the Conservation Area features;

(iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(v) 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);

(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,136.00 (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
2.8	"the Construction Phase"	the whole period between (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.9	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.10	"the Development"	excavation of new basement level; erection of 2 storey extension to south east corner of the site to join the south and east wings; erection of new lift/stairwell to the eastern elevation of the south wing up to third floor level, extension of south wing 3rd floor level; installation of car lift to east elevation; refurbishment of listed swimming pool and associated landscaping. as shown on drawing numbers:- Plans L01, EX01, EX02, EX03, EX04, EX05, EX06, EX07, EX08, EX09, EX10, EX11, EX12, EX13, EX14, EX15, E01, E02, E03, E04, E05 (dated July 2017), E05 (dated October 2017), E06 (dated July 2017), E06 (dated October 2017), P00, P01 Revision 1, P02, P03, P04, P05, P06, S01, S02. Documents Design and Access Statement received by LPA 10/08/2017; Arboricultural and Planning Integration Report, Ref: GHA/DS/13360:16

dated 12/12/2016; Tree Constraints Plan dated Nov 2016; Desk Study, Ground Investigation & Basement Impact Assessment Report (BIA) including appendices prepared by Jomas Associates 10 August 2017, and V1.1 dated November 2017; Structural Methodology Statement for Basement Development (SMS) prepared by Barrett Mahony Rev P2 11 September 2017; Ground Movement Assessment V2 prepared by Jomas Associates dated November 2017; Letter from Barrett Mahony dated 6 October 2017; Heritage Statement ref: A100862 dated August 2017.

2.11 "the Highways Contribution" the sum of £12,476.67 (twelve thousand four hundred and seventy six pounds and sixty seven 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:-

(a) repairs to the footway and the relocation of the crossover; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

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

		undertakers works and excludes any statutory undertakers costs
2.12	"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
2.13	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council the Owner and the Mortgagee
2.16	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 August 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4498/P subject to conclusion of this Agreement
2.17	"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

2.18	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.19	"the Property"	the land known as Boncara 35 Templewood Avenue London NW3 7UY the same as shown shaded grey on the plan annexed hereto
2.20	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.21	"the Traffic Management Order Contribution"	the sum of £3,500 (three thousand five hundred 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the change of a traffic management order these to include costs associated with the following:- (a) advertisement, consultation and repainting of the parking lines ; and (b) any other works the Council acting reasonably considers necessary as a direct result of the change to the traffic management order

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. This Agreement 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 Basement Approval in Principle

4.1.1 On or prior to the Implementation Date to:-

(a) submit the Basement Approval in Principle Application; and

(b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

(c) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and

(d) the Council has received the Basement Approval in Principle Application Contribution in full.

4.2 **Construction Management Plan**

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.2.4 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.

4.3 **Highways Contribution**

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

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

4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.3.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.3.6 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.

4.3.7 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.

4.3.8 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.

4.4 **Traffic Management Order Contribution**

4.4.1 On or prior to the Implementation Date to pay to the Council the Traffic Management Order Contribution in full.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Traffic Management Order Contribution in full.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the planning reference 2017/4498/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 2017/4498/P.

5.7 Payment of the contributions pursuant to Clause 4 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 2017/4498/P. Electronic Transfer is to be made 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.

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 Permission reference number 2017/4498/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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

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

7. MORTGAGEE EXEMPTION

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

8. 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
BRYAN MARTIN COYNE)
in the presence of:)

.....
Witness Signature

Witness Name Sandi Simon

Address 33 Anthony Road, Borehamwood, WD6 4NF

Occupation Client Manager

EXECUTED as a Deed)
By BANK INSINGER DE BEAUFORT N.V.)
by)
in the presence of:)

.....

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.

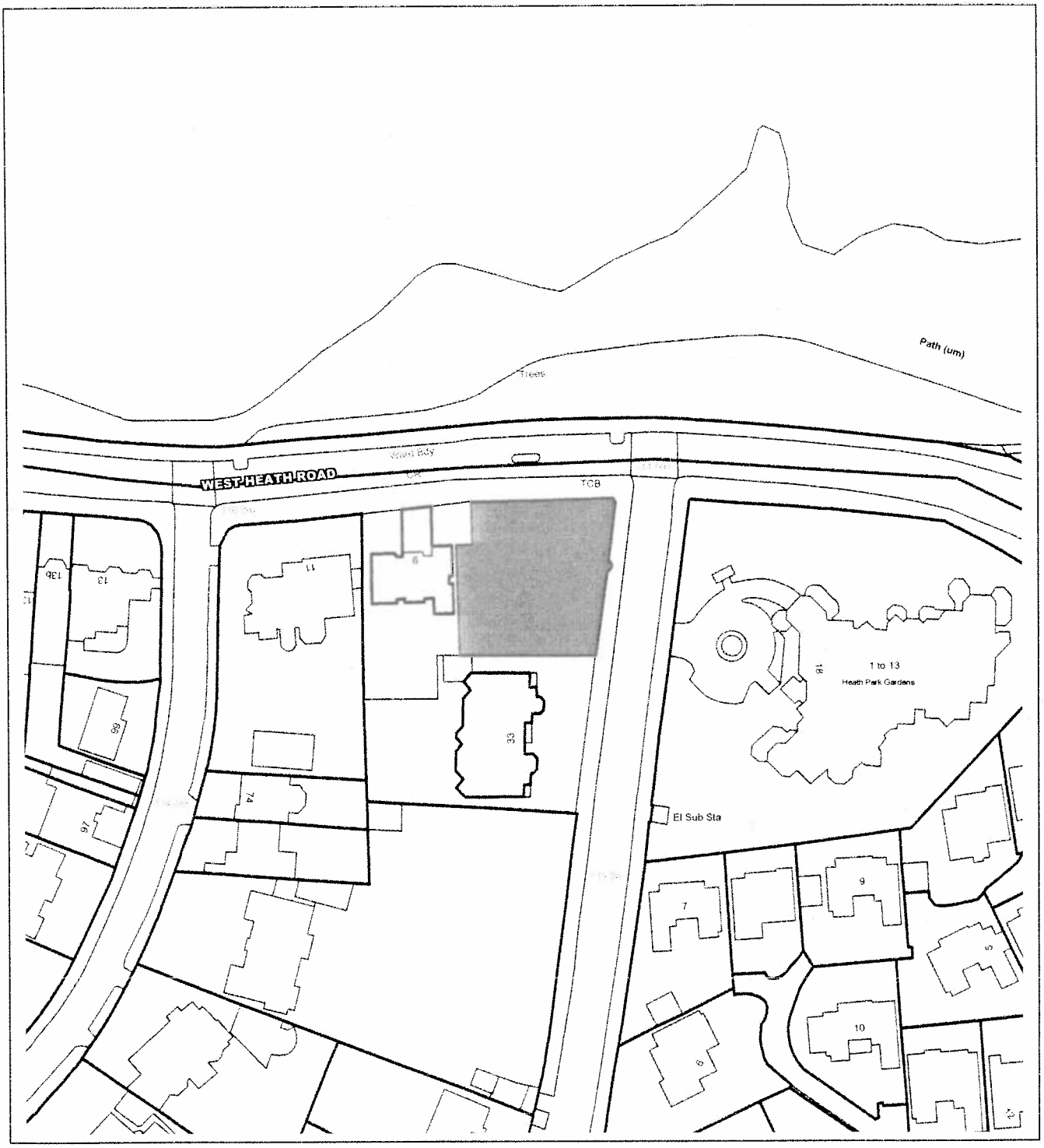
The pro-forma Construction Management Plan can be found on the Council's website at:-

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

NORTHGATE SE GIS Print Template



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Camden

Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Design West Planning Ltd
34 Blake Apartments
Hornsey
N8 7QF

Application Ref: **2017/4498/P**

22 May 2018

DRAFT

Dear Sir/Madam

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:
Boncara
35 Templewood Avenue
London
NW3 7UY

DECISION

Proposal:
Excavation of new basement level; erection of 2 storey extension to south east corner of the site to join the south and east wings; erection of new lift/stairwell to the eastern elevation of the south wing up to third floor level, extension of south wing 3rd floor level; installation of car lift to east elevation; refurbishment of listed swimming pool and associated landscaping.
Drawing Nos: Plans
L01, EX01, EX02, EX03, EX04, EX05, EX06, EX07, EX08, EX09, EX10, EX11, EX12, EX13, EX14, EX15, E01, E02, E03, E04, E05 (dated July 2017), E05 (dated October 2017), E06 (dated July 2017), E06 (dated October 2017), P00, P01 Revision 1, P02, P03, P04, P05, P06, S01, S02.

Documents
Design and Access Statement received by LPA 10/08/2017; Arboricultural and Planning Integration Report, Ref: GHA/DS/13360:16 dated 12/12/2016; Tree Constraints Plan dated Nov 2016; Desk Study, Ground Investigation & Basement Impact Assessment Report (BIA) including appendices prepared by Jomas Associates 10 August 2017, and V1.1 dated November 2017; Structural Methodology Statement for Basement Development (SMS) prepared by Barrett Mahony Rev P2 11 September 2017; Ground Movement Assessment V2 prepared by Jomas Associates dated November 2017; Letter from Barrett Mahony

dated 6 October 2017; Heritage Statement ref: A100862 dated August 2017.

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):

DRAFT DECISION

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 plans:

L01, EX01, EX02, EX03, EX04, EX05, EX06, EX07, EX08, EX09, EX10, EX11, EX12, EX13, EX14, EX15, E01, E02, E03, E04, E05 (dated July 2017), E05 (dated October 2017), E06 (dated July 2017), E06 (dated October 2017), P00, P01 Revision 1, P02, P03, P04, P05, P06, S01, S02, Arboricultural and Planning Integration Report, Ref: GHA/DS/13360:16 dated 12/12/2016; Desk Study, Ground Investigation & Basement Impact Assessment Report (BIA) including appendices prepared by Jomas Associates 10 August 2017, and V1.1 dated November 2017; Structural Methodology Statement for Basement Development (SMS) prepared by Barrett Mahony Rev P2 11 September 2017; Ground Movement Assessment V2 prepared by Jomas Associates dated November 2017; Letter from Barrett Mahony dated 6 October 2017.

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

4 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" and should include details of appropriate working processes in the vicinity of trees, and details of an auditable system of site monitoring. 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 Development Framework Core Strategy.

5 No development shall take place until full details of hard and soft landscaping including at least 3 no. replacement trees and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. Any trees removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced by trees of a similar size and species to those originally required to be planted. 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 amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Development Framework Core Strategy.

6 The proposed third floor south facing windows shall be obscure glazed and fixed shut up to 1.7m above floor level and shall be permanently retained as such thereafter.

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

7 Cycle parking for 2 bicycles shall be installed as shown on approved drawing numbered P01 revision 1 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.

8 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 typical windows (including jambs, head and cill), and external doors.

DRAFT DECISION

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

9 The Southern and Western areas of the flat roof at thrid floor level labelled as 'flower bed' on drawing numbered P 05 hereby approved shall not be used as an amenity roof terrace and shall be accessed for maintenance purposes only and for no other purpose

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

10 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.

Informative(s):

1 Reasons for granting permission.

The application proposes the addition of a 2-storey extension in between the two existing wings and the erection of a roof extension above the southern block. The existing house varies between 2 to 4 storeys and was constructed in the 1990's, wrapping around the Grade II Listed swimming pool which was originally built for the use of the Schreiber House (also Grade II Listed) before the garden was subdivided. The existing building is not considered to contribute positively to the character and appearance of the wider conservation area nor to the setting of the listed swimming pool. The southern wing already features a lift overrun and glazed extension at roof level which would be demolished and a new roof extension

erected. It would not be taller than the existing structure but would have a larger footprint, measuring 14.4m long x 5.6m wide, set in from each elevation by approximately 0.9m. The proposed extension would be largely glazed with grey metal framed windows which would be sympathetic to the existing building. The roof extension would sit lower than the large roof extension at no. 33 Templewood Avenue to the south of the site, and would not seem excessively large or out of place in this context.

The proposal includes the demolition of the existing curved canopy to the south east corner of the site and the erection of a two storey infill extension in its place of the same height and similar footprint. Although the development would increase the bulk of the property in this prominent location, given the fact that it would extend no higher and only 0.3m wider than the east wing, the extension is considered a subordinate addition that would be in keeping with the existing building and scale of development of the surrounding area. Above this extension, the proposed 2 storey lift and stair core would be a relatively modest extension constructed of matching materials and design to the existing building. It would be curved, projecting a maximum of 2m from the east elevation of the southern block.

The proposed extensions are set back and away from the swimming pool and are not considered to cause any additional harm to its setting or special character given the existing arrangement. Overall, the proposals are considered acceptable and would not cause harm to the character and appearance of the host building or wider Redington Frognal Conservation Area.

The proposed basement floor would measure approximately 320sqm and 3.7m deep and would cover the footprint of the existing building, extending beyond the footprint adjacent to the swimming pool and to the front entrance on Templewood Avenue. The site is located in an area with a number of underground development constraints; however, no habitable rooms would be located at basement level in accordance with policy A5. The applicant has submitted a basement impact assessment which was audited by Campbell Reith to assess the potential impact on land stability and local ground and surface water conditions. Following revisions and the submission of additional information, Campbell Reith confirmed that the BIA accords with Policy A4 and CPG4.

The proposal would not result in any additional car parking spaces, and would provide 2 new policy-compliant cycle parking spaces. A construction management plan will be secured via S106 legal agreement to ensure the development is constructed without causing harm to the amenity of neighbouring residents or local transport infrastructure.

2 The proposals include the removal of 4 trees and a group of 2 trees to facilitate development. The trees proposed to be removed are low quality, are poor examples of their species or are growing in inappropriate locations. It is considered that any loss of visual provided by the trees would be mitigated against through replacement planting. As such the proposed tree removals are considered acceptable in planning terms. No development is proposed within the root protection areas of the most significant trees.

Neighbouring property no.33 Templewood Avenue is likely to be most affected by

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the development, located approximately 5m away. Due to its position due south of the application site, it is not considered that the proposed roof extension would result in a loss of daylight/sunlight to no.33. The existing 3rd floor roof terrace measuring 56.2sqm would be reduced in size to a small balcony running along the north side of the southern block measuring 14.6sqm. Views would be predominantly northwards towards Hampstead Heath, meaning that the previous potential overlooking of no.33 Templewood would no longer be possible, and overlooking of 9 West Heath Road (Schrieber House) would be reduced. All south-facing windows of the new roof extension would be obscured (as secured by condition) to prevent overlooking of no.33. A condition would also be imposed to prevent the area of roof at 3rd floor level facing no.33 from being used as an external terrace.

Two objections were received and duly considered prior to the determination of this application. The planning history of the site and surrounding area were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act [ERR] 2013. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act [ERR] 2013.

As such, the proposed development is in general accordance with policies A1, A4, A5, D1, D2, T1, T2, and T4 of the Camden Local Plan. The proposed development also accords with The London Plan March 2016, and the National Planning Policy Framework 2012.

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3 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).

4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.

5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning

Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Yours faithfully

Supporting Communities Directorate

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DECISION

Executive Director Supporting Communities

DATED 11 June 2018

(1) BRYAN MARTIN COYNE

and

(2) BANK INSINGER DE BEAUFORT N.V.

and

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

AGREEMENT

relating to land known as

BONCARA, 35 TEMPLEWOOD AVENUE, LONDON NW3 7UY

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, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980

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

CLS/COM/ESA/1800.580