

DATED

2 August

2016

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) TRANSPORT FOR LONDON and RAIL FOR LONDON LIMITED

and

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

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

**West Hampstead Overground Station**  
**West End Lane**  
**London**  
**NW6 2LJ**

WHEREAS

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1781.207 (final)

THIS AGREEMENT is made the 2 day of August 2016

**BETWEEN:**

1. **NETWORK RAIL INFRASTRUCTURE LIMITED** (registered under company number 02904587) whose registered office is at 1 Eversholt Street, London, NW1 2DN (hereinafter called "the Freeholder") of the first part
2. **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL and **RAIL FOR LONDON LIMITED** (company registration number 05965930) whose registered address is Windsor House, 42-50 Victoria Street, London SW1H 0TL (hereinafter collectively called "the Developer") of the second part
3. **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

**WHEREAS**

- 1.1 The Freeholder is the freehold proprietor of the Property the majority of which is made up of unregistered land and part of which is held with title absolute under the registered title NGL933659 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Developer through Rail for London Limited (being a subsidiary company of Transport for London) has entered into an asset protection agreement dated 21<sup>st</sup> December 2015 with the Freeholder allowing the re-development of the Property and intends to carry out the Development in accordance with the asset protection agreement and its capacity as the strategic transport authority for London and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the Development of the Property was submitted to the Council and validated on 24<sup>th</sup> December 2014 and the Council resolved to grant permission conditionally under reference number 2014/7966/P subject to conclusion of this Agreement.

- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Freeholder and the Developer are 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 1980 Act"                            | the Highways Act 1980 (as amended)   |
| 2.3 | "this Agreement"                          | this planning obligation made pursuant to Section 106 of the Act   |
| 2.4 | "the Ballymore Development Site"          | the development scheme approved under planning permission reference 2011/6129/P being carried out at land known as 187-199 West End Lane |
| 2.5 | "the Certificate of Practical Completion" | the certificate issued by the Developer's contractor or architect or project manager certifying that the Development has been completed  |

2.6 "CIL Payments"

any and all payments due to the Council under the Community Infrastructure Levy Regulations 2010 (as amended) including any monies being collected by the Council on behalf of the Mayor of London and due to the Council under the Council's own charging schedule

2.7 "Construction Management Plan"

a plan setting out the measures that the Developer will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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 the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects (including the cumulative effects of development schemes concurrently under construction) and impacts arising from the building out of the Development to include a complaints procedure and a procedure for resolving such complaint;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;

- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) proposals to ensure the protection and preservation of the neighbouring locally listed buildings during the Construction Phase;
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) details of vehicle movements such that no vehicles related to the construction of the Development arrive depart or are in the vicinity of the Property during peak periods of vehicular traffic in the surrounding area of the Property to include the school run;
- (vii) amelioration and monitoring measures of 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);
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (ix) 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;

- (x) evidence that the Developer has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council; and
- (xi) a statement summarising all representations received by the Developer pursuant to the consultation under sub-clause 2.6(x) hereof

2.8 "the Construction Management Plan Monitoring Contribution"

the sum of £15,000 (fifteen thousand pounds) to be paid by the Developer 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 the Developer's Construction Management Plan

2.9 "the Construction Phase"

the whole period between

- (i) the Implementation Date; and
- (ii) the date of issue of the Certificate of Practical Completion

2.10 "Community Working Group"

the community working group (being the community group established for the purposes of the Ballymore Development Site and without prejudice to such purposes) to be managed by the Developer for the purposes of this Agreement in respect of the Development to address concerns of neighbouring residents in respect of the impacts of the Development

2.11 "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

2.12 "the Cycle Parking Contribution"

the sum of £10,000 (ten thousand pounds) to be paid by the Developer 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 provision of cycle parking in the vicinity of the Development provided that in the event of the monies not being applied for such purpose within a period of five (5) years from the date of Implementation then the Council shall apply the monies for improvements to pedestrian and cycling routes in the vicinity of the Development

2.13 "the Development"

erection of new station building with associated retail unit (Class A1), platform improvements and landscaping to front of station including extending the width of the pavement as shown on drawing numbers LSWH-EN31-EAR-DPL-AEC-00301-A01; LSWH-EN31-EAR-DPL-AEC-00302-A02; LSWH-EN31-EAR-DPL-AEC-00303-A02; LSWH-EN31-EAR-DEL-AEC-00304-A02; LSWH-EN31-EAR-DSE-AEC-00305-A00; LSWH-EN31-EAR-DPL-AEC-00340-A02; LSWH-EN31-EAR-DPL-AEC-00341-A01; LSWH-EN31-EAR-DPL-AEC-00342-A03; LSWH-EN31-EAR-DPL-AEC-00343-A01; LSWH-EN31-EAR-DSE-AEC-00344-A02; LSWH-EN31-EAR-DSE-AEC-00345-A02; LSWH-EN31-EAR-DEL-AEC-00346-A02; LSWH-EN31-EAR-DEL-AEC-00347-A02; LSWH-EN31-EAR-DEL-AEC-00348-A02; LSWH-EN31-EAR-DEL-AEC-00349-A02;

LSWH-EN31-EAR-DEL-AEC-00350-A02;  
LSWH-EN31-EAR-DEL-AEC-00351-A02;  
LSWH-EN31-EAR-DEL-AEC-00352-A02;  
LSWH-EN31-EAR-DEL-AEC-00353-A02;  
LSWH-EN31-EDR-DPL-AEC-00001-A03;  
LSWH-EN31-EAR-DSK-AEC-00361-A02;  
LSWH-EN31-EAR-DSK-AEC-00363-A02;  
LSWH-EN31-EAR-DSK-AEC-00369-A02;  
LSWH-EN31-EAR-DSK-AEC-00371-A02;  
LSWH-EN31-EAR-DSK-AEC-00372-A02;  
LSWH-EN31-EAR-DSK-AEC-00373-A02;  
LSWH-EN31-EAR- DSK -AEC-00374-A02;  
LSWH-EN31-EAR-DSK-AEC-00376-A01;  
LSWH-EN31-EAR-DSK-AEC-00377-A01;  
Design and Access Statement Revision A02 by  
bpr architects dated 13 May 2015; Planning  
Statement by Temple Group Limited dated  
12/12/2014; Contaminated Land Report by  
Temple Group Limited dated December 2014;  
Concept Design Construction Methodology  
Report Revision A03 dated June 2014; BREEAM  
2014 New Construction Simple Buildings pre-  
assessment summary by AECOM dated  
11/12/2014.

2.14 "the Highways  
Works Contribution"

the sum of £36,355 (thirty-six thousand three hundred and fifty-five pounds) to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out the Highways Works

2.15 "the Highways Works"

the works to be carried out within the area shown hatched red on the Highways Works Plan to include:



- (i) repaving the existing footway in York stone such paving to be to highway standard and to complement the existing forecourt;
- (ii) relaying kerbs adjacent to the Property; and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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

2.16 "the Highways Works Plan"

the plan annexed hereto at the Fifth Schedule

2.17 "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

2.18 "the Legible London Contribution"

the sum of £8,000 (eight thousand pounds) to be paid by the Developer 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 provision of on-street wayfinding for pedestrians the vicinity of the Development

2.19 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

- 2.20 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.21 "the Parties" the Council the Freeholder and the Developer
- 2.22 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 24<sup>th</sup> December 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/7966/P subject to conclusion of this Agreement
- 2.23 "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
- 2.24 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Third Schedule annexed hereto
- 2.25 "the Property" West Hampstead Overground Station, West End Lane, London, NW6 2LJ the same as shown edged red on the plan at the Fourth Schedule annexed hereto
- 2.26 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.27 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

- (i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least a "Good" rating and attaining at least 18% of the credits in the Energy category and 62% of the credits in the Water category and 57% of the credits in the Materials category as set out in the BREAM 2014 New Construction Simple Buildings pre-assessment summary by AECOM dated 11<sup>th</sup> December 2014;
- (ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be

maintainable in the Development's future management and occupation

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the Developer as provided herein and against any person deriving title to any part of the Property from the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that the provisions of this Agreement shall come into effect on the date hereof and the covenants undertakings and obligations contained within this Agreement as provided herein shall become binding upon the Developer upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement such consent approval acknowledgement or expression of satisfaction will not be unreasonably withheld or delayed.

3.9 In the event of any conflict between the provisions of this Agreement and the Planning Permission the Planning Permission shall prevail.

4. **OBLIGATIONS OF THE DEVELOPER**

The Developer hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 Prior to the Implementation Date to provide to the Community Working Group for comments a draft Construction Management Plan.

4.1.2 Prior to the Implementation Date to:-

- (a) submit to the Council the Construction Management Plan for approval;
- (b) pay to the Council the Construction Management Plan Monitoring Contribution.

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

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

4.1.4 The Developer 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.

4.1.5 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in 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 Developer shall upon notice from the Council take any steps required to remedy such non-compliance.

#### **4.2 COMMUNITY WORKING GROUP**

4.2.1 To send a representative from the Developer to each meeting of the Community Working Group and to send to all properties in the vicinity of the Development a written invitation to occupiers of such properties inviting that occupier (or occupiers) to become a member of the Community Working Group.

4.2.2 From such time as when the Community Working Group no longer meets to discuss the Ballymore Development Site to take on and carry out the duties of managing the Community Working Group in respect of the Development (such duties to include arranging and holding meetings, chairing the meetings, taking minutes and recording the meetings).

4.2.3 In carrying out the duties under clause 4.2.2 hereof to contact all those persons who have responded to the invitation sent under Clause 4.2.1 hereof and all those persons who appear on any existing contact group lists of the Community Working Group and its existing members.

4.2.4 In the conduct of any meetings between the Developer (or any person acting on behalf of the Developer) and the Community Working Group the Developer will take accurate minutes and use reasonable endeavours to agree such minutes with the chair of the Community Working Group or in the absence of such then send a transcript of the tape recording of the meeting within five (5) working days of any such meeting taking place to the Community Working Group.

#### **4.3 COMMUNITY WORKING GROUP CONSULTATION**

For the purposes of the preparation and submission of the Construction Management Plan the following procedure shall apply:

- 4.3.1 The Developer shall prepare a first draft plan and send such draft to the Community Working Group for comments.
- 4.3.2 Within a period of twenty-one (21) working days from the date of the first draft plan being sent to the Community Working Group by the Developer in accordance with sub-clause 4.3.1 hereof the Community Working Group may make representations in writing on the draft plan and or meet with the Developer to clarify matters.
- 4.3.3 The Developer shall take into account of any representations made by (or on behalf of) the Community Working Group with regard to the proposed plan including any suggested amendments.
- 4.3.4 The Developer shall ensure that an appointed representative or consultant (being authorised by the Developer to act on behalf of the Developer) will be available to meet within such twenty-one (21) working day period upon not less than 3 working days' notice of a written request from the Community Working Group to discuss any aspect of the proposed plan and to explore alternative options acceptable to the Developer and the Community Working Group.
- 4.3.5 At any time prior to expiration of the twenty-one (21) working day consultation period the Developer and the Community Working Group may by agreement extend the twenty-one (21) working day period.
- 4.3.6 After the expiration of such twenty-one (21) working day consultation period (or such period as may have been so extended by mutual agreement) the Developer shall submit the draft plan to the Council and on the same day provide a copy to the chair of the Community Working Group.
- 4.3.7 Such submission to the Council under Clause 4.3.6 shall include copies of all relevant correspondence with the Community Working Group and minutes of meetings with details of changes to the proposed plan made as a result of such consultations and details of the Developer having taken account of the representations made by the Community Working Group and for the avoidance of doubt to include reasons why the Developer has not accepted any changes requested by the Community Working Group.

#### **4.4 CYCLE PARKING CONTRIBUTION**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Cycle Parking Contribution in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Cycle Parking Contribution in full.

#### **4.5 HIGHWAYS**

- 4.5.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Works Contribution in full; and
  - (ii) submit to the Council the Level Plans for approval.
- 4.5.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Works Contribution in full; and
  - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.5.3 For the avoidance of doubt the Developer 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 undertaker's works and that the Highways Works Contribution excludes any statutory undertaker's costs.
- 4.5.4 On completion of the Highways Works the Council may provide to the Developer a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.5.5 If the Certified Sum exceeds the Highways Works Contribution then the Developer shall within fourteen (14) working days of the issuing of the said certificate pay to the Council the amount of the excess.

#### **4.6 LEGIBLE LONDON CONTRIBUTION**

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Legible London Contribution in full.



4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Legible London Contribution in full.

#### 4.7 **SUSTAINABILITY PLAN**

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

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

4.7.3 Not to Occupy or permit Occupation of the retail unit (Class A1) being part of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the retail unit (ClassA1).

4.7.4 Withing seven (7) working days of completion of the Construction Phase to submit a satisfactory post-completion review to the Council for approval (in writing) by the Council confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

4.7.5 Unless otherwise agreed in writing by the Council following the Occupation Date the Developer shall not Occupy or permit Occupation of any part of the retail unit (Class A1) at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan.

#### 5. **COUNCIL COVENANTS**

The Council covenants with the Developer that in the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Developer the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

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

- 6.1 The Developer 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.
- 6.2 Within seven (7) working days following completion of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2014/7966/P the date upon which the Development has been completed.
- 6.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Developer 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 Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Developer agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Developer 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.
- 6.5 If satisfied as to the compliance of the Developer 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.
- 6.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Developer to the Council sending the full document and any appendices in electronic format to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/7966/P.

6.7 Payment of any financial contribution to the Council pursuant to Clauses 4 of this Agreement shall be made by the Developer to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting planning reference number 2014/7966/P or by Electronic Transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

6.8 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 Developer.

6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

6.10 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.

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

7.1 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 this Agreement and shall cite the clause of this Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/7966/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.

7.2 This Agreement shall be registered as a Local Land Charge.

7.3 The Developer 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 this Agreement.

7.4 If the Developer obtains a registerable interest in the Property the Developer hereby covenants with the Council that it will within twenty-eight (28) working days from the date of obtaining the registerable interest apply to the Chief Land Registrar of the Land Registry to register this Agreement in respect of the Property as a land charge and will furnish the Council forthwith on written demand with written confirmation of such registration of this Agreement against the name of the Developer.

7.5 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.

7.6 Neither the Freeholder 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 or the part of the Property subject to the breach but without prejudice to liability for any breach committed prior to the time it disposed of its interest or the relevant part of its interest.

7.7 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.

7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires by the effluxion of time before Implementation of the Development or is modified (other than by agreement with or at the request of the Developer) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. **JOINT AND SEVERAL LIABILITY**

Subject to Clause 9 (Freeholder) of this Agreement all Covenants made by the Freeholder and the Developer in this Agreement are made jointly and severally and shall be enforceable as such.

9. **FREEHOLDER**

The Freeholder acknowledges that the Property is bound by the provisions of this Agreement and agrees that in the event that the Developer ceases to have an interest in the Property and the Freeholder carries out or permits the carrying out of any works (such works being part of the Development) at the Property the Freeholder shall comply with the restrictions, obligations, covenants, undertakings and other

provisions and be subject to any liabilities contained in the provisions of this Agreement.

10. **INDEMNITY**

10.1 Notwithstanding that Clauses 8 (Joint and Several Liability) and 9 (Freeholder) hereof continue to have full effect in this Agreement the Developer hereby covenants with the Freeholder its successors in title and assigns to observe and perform the obligations on the part of the Developer herein contained and further the Developer indemnifies the Freeholder its successors in title and assigns from and against all costs, claims, charges, CIL Payments, expenses, demands and liabilities howsoever incurred by the Freeholder arising out of the Development and/or this Agreement for breach, non-payment, non-observance or non-performance of the provisions herein.

10.2 This indemnity shall not apply in respect of any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any negligent act, default or omission on the part of the Freeholder.

10.3 Nothing in this clause (Indemnity) shall restrict or limit the Freeholder's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

11. **COMMUNITY INFRASTRUCTURE LEVY**

Notwithstanding that Clauses 8 (Joint and Several Liability) and 9 (Freeholder) hereof continue to have full effect in this Agreement the Developer hereby covenants with the Freeholder its successors in title and assigns to make the CIL Payments to the Council if and when such CIL Payments become due.

12. **RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**IN WITNESS** whereof the Council and the Freeholder have caused their respective common seals to be hereunto affixed the day and year first before written and the Developer (as

Transport for London) has caused its common seal to be hereunto affixed and (as Rail for London Limited) executed this Agreement as a deed the day and year first above written.

EXECUTED AS A DEED BY )  
NETWORK RAIL INFRASTRUCTURE )  
LIMITED )  
acting by a Director *in the presence of* and its Secretary )  
or by two Directors )

SEAL NO.  
38092



*[Signature]*  
.....

Authorised Signatory

Senior Assistant  
Company Secretary

Authorised Signatory as approved  
by a resolution of the board of  
Network Rail Infrastructure Limited  
on 19 October 2015

THE COMMON SEAL OF )  
TRANSPORT FOR LONDON )  
was affixed in the presence of: )

*[Signature]*  
.....  
Authorised Signatory



THE COMMON SEAL OF )  
RAIL FOR LONDON LIMITED )  
was affixed in the presence of: )

*[Signature]*  
.....  
Authorised Signatory



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

*[Signature]*  
.....  
Authorised Signatory



## THE FIRST SCHEDULE

### **Construction Management Plan Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included in the method statement:-

#### A - Techniques to control PM<sub>10</sub> and NO<sub>x</sub> emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.



- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located away from the closest receptors or house in closed environments where possible.

#### B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Ensure that prior to all vehicles exiting the site the wheels of all such vehicles be cleaned thoroughly in order to dislodge accumulated dust and mud to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Where it is safe and reasonable to do so as evidenced by a risk assessment water suppression will be used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

#### C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of  $200\mu\text{g.m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

#### D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

A commitment from the Developer that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

## THE SECOND SCHEDULE

### **Construction Management Plan Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative effects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating HGVs must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme ([www.tfl.gov.uk/fors](http://www.tfl.gov.uk/fors)) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
  - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
  - iii. Have a Class VI Mirror
  - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

THE THIRD SCHEDULE  
DRAFT DECISION LETTER

Temple Group Ltd.  
Devon House  
58-60 St Katherine's Way  
London  
E1W 1LB

Application Ref: **2014/7966/P**

10 June 2016

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:

**West Hampstead Overground Station**  
**West End Lane**  
**London**  
**NW6 2LJ**

Proposal:

**DECISION**

Erection of new station building with associated retail unit (Class A1), platform improvements and landscaping to front of station including extending the width of the pavement. - [Amended Plans]

Drawing Nos: LSWH-EN31-EAR-DPL-AEC-00301-A01; LSWH-EN31-EAR-DPL-AEC-  
00302-A02; LSWH-EN31-EAR-DPL-AEC-00303-A02; LSWH-EN31-EAR-DEL-AEC-  
00304-A02; LSWH-EN31-EAR-DSE-AEC-00305-A00; LSWH-EN31-EAR-DPL-AEC-  
00340-A02; LSWH-EN31-EAR-DPL-AEC-00341-A01; LSWH-EN31-EAR-DPL-AEC-  
00342-A03; LSWH-EN31-EAR-DPL-AEC-00343-A01; LSWH-EN31-EAR-DSE-AEC-  
00344-A02; LSWH-EN31-EAR-DSE-AEC-00345-A02; LSWH-EN31-EAR-DEL-AEC-  
00346-A02; LSWH-EN31-EAR-DEL-AEC-00347-A02; LSWH-EN31-EAR-DEL-AEC-  
00348-A02; LSWH-EN31-EAR-DEL-AEC-00349-A02; LSWH-EN31-EAR-DEL-AEC-  
00350-A02; LSWH-EN31-EAR-DEL-AEC-00351-A02; LSWH-EN31-EAR-DEL-AEC-  
00352-A02; LSWH-EN31-EAR-DEL-AEC-00353-A02; LSWH-EN31-EDR-DPL-AEC-  
00001-A03; LSWH-EN31-EAR-DSK-AEC-00361-A02; LSWH-EN31-EAR-DSK-AEC-  
00363-A02; LSWH-EN31-EAR-DSK-AEC-00369-A02; LSWH-EN31-EAR-DSK-AEC-  
00371-A02; LSWH-EN31-EAR-DSK-AEC-00372-A02; LSWH-EN31-EAR-DSK-AEC-  
00373-A02; LSWH-EN31-EAR- DSK -AEC-00374-A02; LSWH-EN31-EAR-DSK-AEC-



00376-A01; LSWH-EN31-EAR-DSK-AEC-00377-A01; Design and Access Statement Revision A02 by bpr architects dated 13 May 2015; Planning Statement by Temple Group Limited dated 12/12/2014; Contaminated Land Report by Temple Group Limited dated December 2014; Concept Design Construction Methodology Report Revision A03 dated June 2014; BREEAM 2014 New Construction Simple Buildings pre-assessment summary by AECOM dated 11/12/2014.

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:

LSWH-EN31-EAR-DPL-AEC-00301-A01; LSWH-EN31-EAR-DPL-AEC-00302-A02;  
LSWH-EN31-EAR-DPL-AEC-00303-A02; LSWH-EN31-EAR-DEL-AEC-00304-A02;  
LSWH-EN31-EAR-DSE-AEC-00305-A00; LSWH-EN31-EAR-DPL-AEC-00340-A02;  
LSWH-EN31-EAR-DPL-AEC-00341-A01; LSWH-EN31-EAR-DPL-AEC-00342-A03;  
LSWH-EN31-EAR-DPL-AEC-00343-A01; LSWH-EN31-EAR-DSE-AEC-00344-A02;  
LSWH-EN31-EAR-DSE-AEC-00345-A02; LSWH-EN31-EAR-DEL-AEC-00346-A02;  
LSWH-EN31-EAR-DEL-AEC-00347-A02; LSWH-EN31-EAR-DEL-AEC-00348-A02;  
LSWH-EN31-EAR-DEL-AEC-00349-A02; LSWH-EN31-EAR-DEL-AEC-00350-A02;  
LSWH-EN31-EAR-DEL-AEC-00351-A02; LSWH-EN31-EAR-DEL-AEC-00352-A02;  
LSWH-EN31-EAR-DEL-AEC-00353-A02; LSWH-EN31-EDR-DPL-AEC-00001-A03;  
LSWH-EN31-EAR-DSK-AEC-00361-A02; LSWH-EN31-EAR-DSK-AEC-00363-A02;  
LSWH-EN31-EAR-DSK-AEC-00369-A02; LSWH-EN31-EAR-DSK-AEC-00371-A02;  
LSWH-EN31-EAR-DSK-AEC-00372-A02; LSWH-EN31-EAR-DSK-AEC-00373-A02;  
LSWH-EN31-EAR- DSK -AEC-00374-A02; LSWH-EN31-EAR-DSK-AEC-00376-A01;  
LSWH-EN31-EAR-DSK-AEC-00377-A01.

Reason:

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

3 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 before the relevant part of the work is begun:

- a) Details including sections at 1:10 of all windows (including jambs, head and sill), external doors, balustrades and gates;
- b) Plans, elevation and section drawings of the shopfront at a scale of 1:10;
- c) Plans, elevation and section drawings of the canopies and bridge;
- d) Plans and sections of the paving including plans, jointing and materials;
- e) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel (no smaller than 2m x 2m) of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

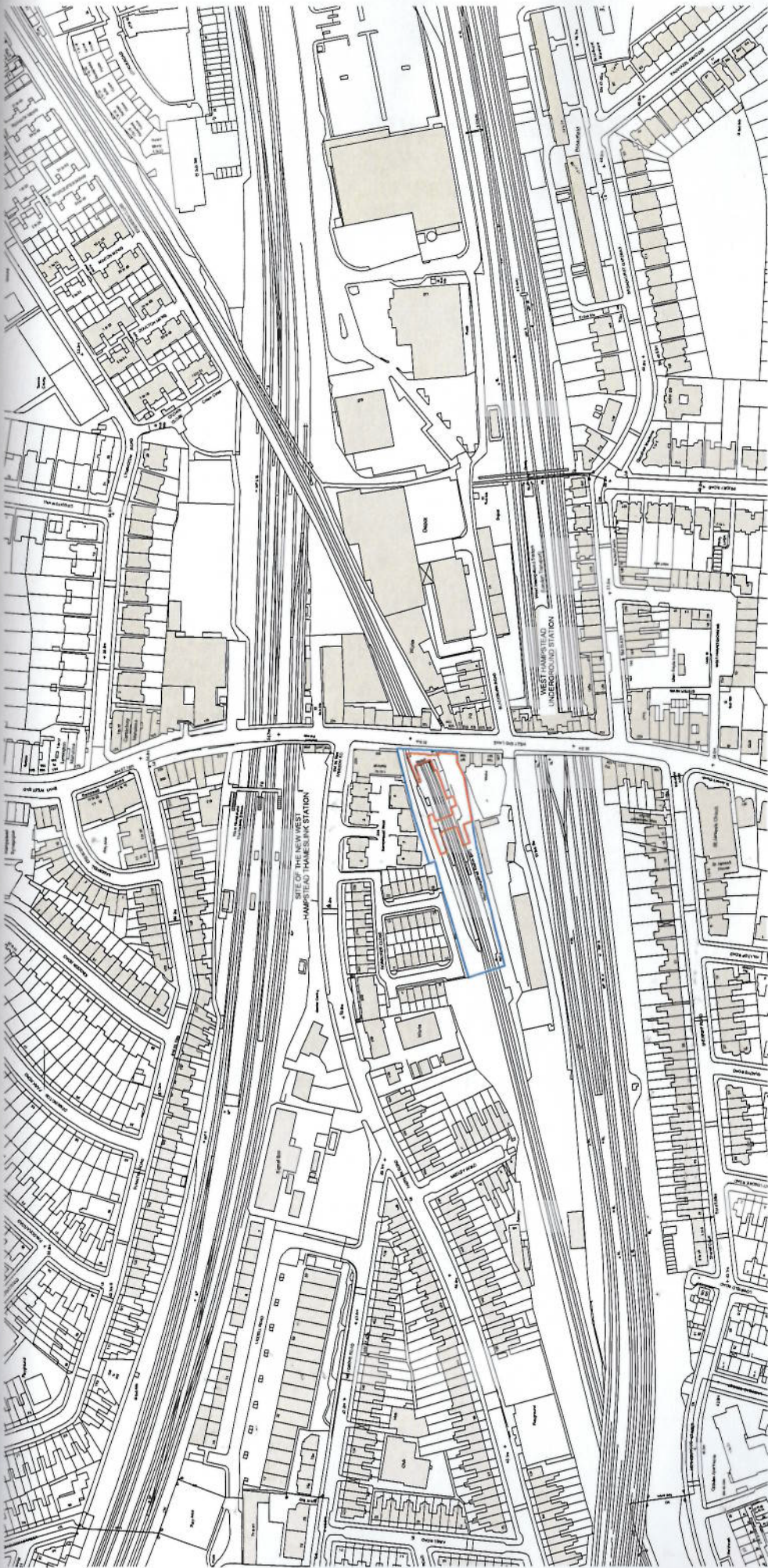
Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No development shall take place until full details of hard and soft landscaping and means to improve means to improve the biodiversity value of the station have been submitted to and approved by the local planning authority in writing. 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 and improves the biodiversity of the site in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

**THE FOURTH SCHEDULE**

**PLAN OF THE PROPERTY**



**NOTES - LEGEND:**

- ▭ Proposed Application Site
- ▭ Other Land Owned/ Controlled by Applicant

<p>CONTRACT NO. <b>11/03</b>          PROJECT TITLE <b>WEST HAMPTHEAD UNDERGROUND STATION</b>          DRAWING NO. <b>11/03/001</b></p>	<p>DATE <b>11/03</b></p>	<p>PROJECT TITLE <b>WEST HAMPTHEAD UNDERGROUND STATION</b></p> <p>LOCATION PLAN          DRAWING SHEET NO. <b>11/03/001</b></p> <p>OF <b>1</b> SHEETS</p>	<p>SCALE <b>1:1000</b></p> <p>DISTORTION CAN OCCUR</p>
---	--------------------------	---	--

THE FIFTH SCHEDULE

HIGHWAYS PLAN

