

Agenda Item 15

Supplementary Agenda [Modifications Sheet] Planning Applications Committee – 13 February 2014

Index item 12 planning reference should be 12/p1543 rather than 13/p1543.

Item 1. Declarations of interest

No modifications

Item 2. Apologies for absence

No modifications

Item 3. Minutes of the Previous Meeting

No modifications

Item 4. Town Planning Applications - Covering Report

No modifications

Item 5. 227 Coombe Lane, Raynes Park, SW20 0RG (Ref. 13/P3788) (Raynes Park Ward)

No modifications

Item 6. Former Atkinson Morley Hospital and The Firs, Copse Hill, West Wimbledon, SW20 0NE (Ref. 13/P2722) (Village Ward)

NB: Provided as a separate paper supplementary agenda

Page 1 Drawing no's are amended to read as follows:

Application form, cover letter Aug 2013, Planning and Heritage Statement, Transport Addendum, Design and Access Statement Addendum, Arboricultural Implications Addendum, Site Location Plan (4442_A_05), Illustrative Landscape Masterplan (dwg no 133-L02), Wimbledon Hill Park Phase 2 Landscape Masterplan (dwg no 133-L01 Rev B), Proposed Basement Car Park, Ground, First, Second, Third and Fourth Floor and Roof Plan (4442-D-10J, 11J, 12J, 13J, 14H, 15H, 16H) Proposed Context Elevations and Sections and Typical Wing Elevations (4442-D-20J, 21H, 22J, 23H, 24H) Proposed Revised Parking Strategy (4442-D-30C), Additional Information Cover Letter (Oct 2013), Turkington Martin letter (18 Oct 2013), TTP letter (18 Oct 2013), accommodation schedule, MOL land swap proposals (4442-D-09L), Underground car park approach plan and section (131-D02-C), Podium Courtyard MOL section (131-D03), Courtyard Design (131-SKP01), Courtyard section 131-D01, MOL Approach Bin Enclosure 131-D07 rev A , Green Space NW of hospital building 131 SKP029 Rev A, Viability Statement (confidential), Viability summary, Berkeley letters dated 17th January, 24th January 2014 and associated plan, 13th February 2014 and associated signed undertaking.

Page 2 Recommendation amended as follows:

GRANT VARIATION OF CONDITION 2 IN ORDER TO SUBSTITUTE REVISED DRAWING NUMBERS (TO ALLOW SUBSTITUTION OF 8 HOUSES WITH 30 APARTMENTS) subject to

- Additional planning conditions to (i) prohibit the provision of artificial surfaces and lighting to playing pitches, (ii) require provision of electric charging points to the basement;

- Delegated powers to officers to amend/add conditions which relate directly to the revisions;
- The completion of a Deed of Variation to the s.106 Agreement to incorporate the requirements set out in paragraph 7.32.1;
- The completion of undertakings in accordance with 7.32.3 and 7.32.5 to provide additional land for the approach to the ecological area and a donation to the scout group;
- Inclusion of MOL landswap as an amendment to the emerging Policies Map.

Page 17 add following as paragraph 5.17a

Additional representation received from LUNG/Morley Park Trust dated 8th February 2014 (copy appended)

Page 33 paragraph 7.32.1 amend 3rd bullet point as follows:

- Wolfson lawn and area to south of H9, ***as identified in the plan submitted by Berkeley Homes with their letter of 24th February 2014,*** to be included within land to be transferred to the Council with new tree planting and landscaping prior to handover.

Page 34 paragraph 7.32.1 the 4th bullet point stating

- Additional £25k for scout group towards their hall extension Is omitted [see additional paragraph 7.32.5 below].

Page 34 paragraph 7.32.1 amend 5th bullet point as follows:

- A clause shall be inserted into the agreement/land transfer of MOL land to the Council which guarantees public access to the transferred land during park opening hours (except when closure is required for maintenance) with the exception of the playing pitches when they are in formal use at which time the public would still have access to the perimeter areas and pathways identified on Landscape Masterplan 133-L02

Page 34 paragraph 7.32.3 amend as follows:

Berkeley should provide a legally binding undertaking that the details of the landscaped approach to the ecological area will include a minimum of 90 square metres of land taken from the garden of House P01 on the Wolfson site to enhance the landscaped strip to the footpath to the ecological area and a gate set back from the access road as far as is reasonable practicable.

Page 34 add text below as paragraph 7.32.5

Berkeley shall provide an undertaking that a £25k charitable donation shall be provided to the scout group towards their hall extension on commencement of MOL works.

Page 34 add text below as paragraph 7.32.6

A signed unilateral undertaking was received from Berkeley dated 12th February 2014 confirming that a minimum of 90 square metres of land will be taken from the approved garden of dwelling P01 to enhance the landscaped strip to the footpath route to the ecological area (copy appended)

Page 35 Recommendation amended as follows:

GRANT VARIATION OF CONDITION 2 IN ORDER TO SUBSTITUTE

REVISED DRAWING NUMBERS (TO ALLOW SUBSTITUTION OF 8 HOUSES WITH 30 APARTMENTS) subject to

- Additional planning conditions to (i) prohibit the provision of artificial surfaces and lighting to playing pitches, (ii) require provision of electric charging points to the basement;
- Delegated powers to officers to amend/add conditions which relate directly to the revisions;
- The completion of a Deed of Variation to the s.106 Agreement to incorporate the requirements set out in paragraph 7.32.1;
- The completion of undertakings in accordance with 7.32.3 and 7.32.5 to provide additional land for the approach to the ecological area and a donation to the scout group;
- Inclusion of MOL landswap as an amendment to the emerging Policies Map.

Item 7: Nelson Hospital (Assisted Living Phase), 220 Kingston Road, Wimbledon Chase, SW20 8DB (Ref. 13/P2192) (Merton Park Ward)

Page 48 insert the following text at the end of paragraph 2.3.

The two-storey semi detached houses in Manor Gardens, and which are within the Conservation Area, are similarly detailed albeit with greater areas of brick on the ground floor front elevation arising from being wider.

Page 49, paragraph 3.4 is amended as follows:

Samples of the materials have also been submitted. The proposed brickwork is the same design, colour and mortar type as that proposed for the boundary treatments for this site.

Page 49, add text below as additional paragraph 3.5:

The hard landscaping and boundary wall drawings included with this report are for information purposes only and are to show the proposed materials in context with the other external elements of the development.

Page 50, add text below as additional paragraph 5.1.1

Further representations have been received from the John Innes Society, and a local resident stating a preference for a hung tile finish to the upper floor rather than the proposed cedar panelling and requesting the consideration of the application be deferred in order to allow living wall schemes to be worked up and put out for consultation.

Page 53, insert the following text at the end of paragraph 7.9.

“...and would not mar the backdrop to views out of the conservation area from Manor Gardens”.

Item 6a: Plans & Appendices The Former Atkinson Morley Hospital and the Firs, Copse Hill.

No modifications.

Item 8: Land between 424-428 Kingston Road, Raynes Park, SW20 8DX (Ref. 13/P4133) (Dundonald Ward)

Page 72: add text below as paragraph 5.3

Following the publication of the agenda two additional letters have been received. In addition to the comments already set out these letters make the

following comments:

- The proposed buildings will obstruct light coming into existing properties to the south east;
- The proposed buildings should not be allowed to go higher than nearby buildings;
- The development may impact upon the sewage network on this land;
- The application land is at the site of an 'extremely dangerous' and congested junction of three roads.
- A roundabout for this junction is the only solution and the application land or part of it should be used for this purpose.

Page 89 s106 heads of terms Amend head of term 4 as follows:

The developer agreeing to meet the Council's costs of monitoring the Section 106 Obligations [£24,042.82]

Page 89 add the following additional head of term as 5:

Provision of a financial contribution towards sustainable transport [£20,000].

Page 89 add the following additional head of term as 6:

The developer agreeing to enter into a Deed of Dedication with the Council to widen the existing footway adjacent to the site on Kingston Road in accordance with the approved plans

Item 9. 12a Ravensbury Terrace, Wimbledon Park, SW18 4RL (Ref. 13/P2904) (Wimbledon Park Ward)

No modifications.

Item 10. 10 St Marys Road, Wimbledon, SW19 7DF (Ref.13/P3848 (Village Ward)

No modifications.

Item 11. 6 Sunnyside Place, Sunnyside, Wimbledon, SW19 4SJ (Ref.13/P4055 (Village Ward)

No modifications

Item 12. Rear of 44 Wimbledon Hill Road, Wimbledon, SW19 7PA (Ref.13/P1543) (Hillside Ward)

No modifications.

Item 13. Planning Appeal Decisions

No modifications

Item 14. Planning Enforcement – Summary of Current Cases.

No modifications



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London
SW20 OHT
020 8946 2173

Sue Wright
Lead Officer
Planning Department
London Borough of Merton

8th February 2014

**13/P2722 Former Atkinson Morley Hospital
Application for variation of Condition 2.**

Dear Ms Wright,

We write further to LUNG's letter of 3rd February and the officer's report on this application which is on the agenda of the 13th February meeting of the Planning Application Committee. **We request that the following three pieces of additional and alternative wording are used to further clarify and strengthen three of the conditions which the officer's report recommended are applied to any consent.** We consider that the area of private garden to be released from house P01 to provide an improved approach to the ecological area of the park from Copse Hill should be determined in advance of any approval. The plan as tabled to local residents' groups is available so it is already possible to quantify the area.

Reference paras. 7.32.1 (bullet point 2) and 9.0 in the officer's report – transfer of Wolfson Lawn and area south of H9

"Wolfson lawn and area to the south of H9, as identified in the plan submitted by Berkeley Homes with their letter of 24th February 2014, to be included within land to be transferred to the Council with new tree planting and landscaping prior to handover."

Reference paras. 7.32.3 and 9.0 in the officer's report - landscaped approach to the 'ecological area'

"Berkeley Homes to provide a legally binding undertaking that the details of the landscaped approach to the ecological area will include a minimum of XX sq m of extra land taken from the garden of house P01 parallel to the access road, and a gate into the park set back from the road to create a safe, traffic-free area."

Reference paras. 7.32.1 (bullet point 5) and 9.0 in the officer's report - public access

A clause be included in the agreement/land transfer:

“Public access shall be permitted to all areas of the land transferred to the Council (the park) at all times when the park is open with the single exception of the playing fields when they are in formal use. The perimeter path around the playing fields, as identified in the Proposed Overall Landscape Masterplan W105596L01, shall remain open at all times when the park is open. The park shall either remain open at all times or, if it is deemed necessary, may be closed at night in accordance with Council policy for park security.”

Yours sincerely,

Ralph Cake

Chairman LUNG and MPT.

cc Councillors J Bowcott, R Chellew, S George and R Scott.

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Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990

From

Berkeley Homes (Central London) Limited

To

The Mayor and Burgesses of the London Borough of
Merton

relating to land at the Former Wolfson
Neurological Rehabilitation Centre, Copse Hill,
London SW20

12 FEBRUARY 2014

THIS UNILATERAL UNDERTAKING BY DEED is given on

12 FEBRUARY 2014

BY

- (1) **BERKELEY HOMES (CENTRAL LONDON) LIMITED** (Company Number 04231165) of Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (the "**Developer**")

TO

- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** of Civic Centre London Road Morden Surrey SM4 5DX (the "**Council**")

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated and is the authority that can enforce the terms of this Undertaking for the purposes of the Act
- (B) The Developer is the registered proprietor with freehold title absolute of the Land under title number TGL122605
- (C) The Developer has submitted the Current Application to the Council
- (D) Following discussions with the Council and local residents concerning the Current Application the Developer is willing to offer this planning obligation by way of unilateral undertaking to the Council

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Undertaking the following words and expressions shall have the meanings given to them in this clause:

"Act" means the Town and Country Planning Act 1990

"Current Application" means the application to the Council by the Developer made pursuant to section 73 of the Act and allocated reference number 13/P2722 seeking to vary the approved drawings listed in condition 2 of planning permission 12/P0537 in order to substitute eight detached and semi-detached houses to the south of the former main Atkinson Morley Hospital building with two residential blocks providing a total of 30 apartments, relocation of basement car park from in front of the former hospital to the rear, minor reconfiguration of apartments within the main hospital building and revisions to the landscape masterplan including seven additional car parking spaces to the north of the hospital building

"Dwelling P01" means the residential unit authorised by the Wolfson Centre Permission and shown indicatively on Plan 2 attached and labelled "Dwelling P01"

"Ecological Area"	means the ecological area to be provided by the Developer pursuant to the Planning Permission on metropolitan open land situated to the south-west of the Land
"Implementation"	means the carrying out of a material operation (as defined in section 56(4) of the Act) and "Implement" and "Implemented" and all other cognate words shall be construed accordingly
"Implementation Date"	means the date upon which the Planning Permission is Implemented
"Land"	means the land shown for indicative purposes only edged red on Plan 1
"Plan 1"	means the plan attached hereto and marked "Plan 1"
"Plan 2"	means the plan attached hereto and marked "Plan 2"
"Planning Permission"	means the full planning permission to be granted by the Council pursuant to the Current Application
"Undertaking"	means this unilateral deed of undertaking
"Wolfson Centre Permission"	means the planning permission granted by the Council on 2 May 2013 with reference number 12/P2157
"Wolfson Implementation Date"	means the date upon which the Wolfson Centre Permission is Implemented

- 1.2 Words in this Undertaking importing the singular meaning shall where the context so admits include the plural meaning and vice versa
- 1.3 Words in this Undertaking of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4 References in this Undertaking to any statutes or statutory instruments shall include and refer to any statute or statutory instruments amending, consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 References in this Undertaking to clauses and schedules are to clauses and schedules of this Undertaking
- 1.6 References to "Developer" shall include its successors in title to its interest in the Land and persons deriving title to its interest in the Land and persons deriving title therefrom and permitted assigns and references to the "Council" shall include its statutory successors to the planning functions presently exercised by it as described in Recital (A)
- 1.7 Covenants made hereunder:

- NOTES:
1. The site is to be developed in accordance with the planning conditions.
 2. All works shall be completed in accordance with the planning conditions.
 3. The site is to be developed in accordance with the planning conditions.
 4. The site is to be developed in accordance with the planning conditions.
 5. The site is to be developed in accordance with the planning conditions.
 6. The site is to be developed in accordance with the planning conditions.
 7. The site is to be developed in accordance with the planning conditions.
 8. The site is to be developed in accordance with the planning conditions.
 9. The site is to be developed in accordance with the planning conditions.
 10. The site is to be developed in accordance with the planning conditions.

PLAN 2

- Indicative location of existing bus stop
- Approx. 90m² removed from Plot P01
- Safe pedestrian path adjacent to vehicular route in resin bound gravel at 1:14 gradient
- Existing tree to be retained
- Hedge planting against fencing to Wolfson site boundary fencing
- Tree specimens with high canopies specified to maintain views towards MOL from Copse Hill
- Slope at 1:3 gradient required to meet proposed levels of access road. Possible planting with native meadow planting, turf or ornamental shrubs and perennials



turkington martin

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DRAWING STATUS:
 CLIENT: Berkeley Homes

PROJECT TITLE:
 Wimbledon Hill Park Phase 2

DRAWING TITLE:
 Wolfson MOL Pedestrian Link

DRAWING NO.: JT
 DATE: 10.02.18
 A3

DRAWING NUMBER: 131-D04
 NUMBER: #

Turbogun North Landscape Architects

- (a) are to the intent that the same shall bind the Land and whomsoever shall become a successor or successors in title to the Land (unless expressed otherwise in this Undertaking);
- (b) are to the intent that the same shall operate as a charge on the Land and be registered in the Council's register of local land charges;
- (c) are made to the intent that each of the same shall be a planning obligation for the purposes of section 106 of the Act

2. STATUTORY POWERS

This Undertaking is made pursuant to section 106 of the Act and the obligations covenants and undertakings given by the Developer hereinafter shall be subject to the provisions of section 106 of the Act so as to bind the Land and the said obligations covenants and undertakings are entered into with the intent that they shall be enforceable by the Council against the Developer and any person deriving title therefrom in respect of the Land as provided in section 106 of the Act

3. CONDITIONALITY

The planning obligations set out in this Undertaking are conditional and shall not take effect until the grant of the Planning Permission and the occurrence of both Implementation Date and the Wolfson Implementation Date

4. DEVELOPER'S OBLIGATION TO THE COUNCIL

The Developer covenants that when submitting details for approval by the Council in respect of the footpath route, landscaped strip and northern boundary gate into the Ecological Area under condition 3 of the Wolfson Centre Permission it will ensure that a minimum of 90 square metres of land shall be taken from the approved garden of Dwelling P01 parallel to the said footpath route in order to enhance the said landscaped strip in accordance with the outline arrangement shown indicatively on Plan 2 and the said northern boundary gate shall be set back from the approved access road as far as is reasonably practicable

5. RELEASE

- 5.1 The Developer shall on parting with the whole of its interest in the Land or any part thereof be released from all of the obligations in respect of the whole or part of the Land as the case may be save in respect any antecedent breach
- 5.2 No owner or occupier or mortgagee of any dwelling built pursuant to the Wolfson Centre Permission shall be liable for any breach of the obligations contained in this Undertaking
- 5.3 No obligation in this Undertaking shall be binding or enforceable against any charge or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such charge or mortgagee or any person deriving title from such charge, mortgagee, receiver or person unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part or parts thereof to which such obligation relates

6. GENERAL ADMINISTRATIVE PROVISIONS

- 6.1 This Undertaking is entered into by the Developer on the basis that:
 - (a) this Undertaking is a local land charge and is capable of registration as such in the Council's register of local land charges; and

- (b) if any provision of this Undertaking shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way then the clause or clauses which become or are declared to be invalid or unenforceable shall be severed from the remainder of this Undertaking (which shall continue in full force and effect)

7. **GOVERNING LAW**

- 7.1 This Undertaking (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Undertaking or its formation) shall be governed by and construed in accordance with English law

IN WITNESS WHEREOF THIS UNILATERAL UNDERTAKING BY DEED has been executed as a Deed by the Developer and is hereby delivered on the date written above

Executed as a deed by **BERKELEY**)
HOMES (CENTRAL LONDON) LIMITED)
acting by a director and its)
secretary/two directors:)

Director



Director/Secretary



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