DATED 28 TH JUNE

2023

(1) DAEJAN PROPERTIES LIMITED

and

(2) BRICKFIELD PROPERTIES 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
Howitt Close, Howitt Road, London, NW3 4LX
pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 1824

G:case files/culture & env/planning/eg/s106 Agreements/Howitt Close CLS/COM/EG/1800. 2316



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#### BETWEEN:

- A. DAEJAN PROPERTIES LIMITED (Co. Regn. No. 00629396) whose registered office is at Freshwater House, 158-162 Shaftsbury Avenue, London, WC2H 8HR (hereinafter called "the Freeholder") of the first part
- B. BRICKFIELD PROPERTIES LIMITED (Co. Regn. No. 00741218) whose registered office is at 158/162 Shaftesbury Avenue, London, WC2H 8HL (hereinafter called "the Leaseholder") of second part
- C. 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 45690.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL909292 with a lease of 999 years from 24 February 2010.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 24 September 2021 under reference number 2021/3839/P but the Council refused to grant permission on 3 August 2022.

- 1.6 The Freeholder lodged the Planning Appeal with the Secretary of State following the Council's above refusal.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act to secure the planning obligations contained in it.

# 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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £369,600.00 (three hundred sixty nine thousand and six 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 towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
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 any demolition works and the construction of

the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in Schedule 2 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):-

- (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- (b) proposals to ensure there are no adverse effects on the Conservation Area features;
- (c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (d) 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);
- the inclusion of a waste management strategy for handling and disposing of construction waste; and

		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 Bond"	the sum of £7,500 (Seven Thousand and Five Hundred Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Planfollowing the procedures set out in clause 4.4
2.8	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,075.60 (four thousand and seventy-five pounds and sixty 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 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
2.9	"the Construction Phase"	the whole period between  (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion  and for the avoidance of doubt includes any demolition works
2.10	"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
2.11	"Decision Letter"	the letter issued by the Inspector or the Secretary of State in determining the Planning Appeal
2.12	"the Development"	the erection of mansard roof extension to create 7 self- contained flats (Class C3) pursuant to the Planning Permission as shown on: a) Drawings Set A; or

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	- 100°	b) Drawings Set B
		and for the avoidance of doubt the Decision Letter shall
		confirm whether Drawings Set A or Drawings Set B applies
2.13	"Drawings Set A"	P-Si-B-012 Rev C; HRB/2; E-NE/NW-D005; E-SE/SW-
	Diamingo Cot / t	
		D006; P-03-D-013 Rev C; P-R-D-014 Rev A; E-NE/NW-D-
		015 Rev B; E-SE/SW-D-016; X-AA-D-017; Cover letter /
		statement (dated 27/07/2021); Design & Access Statement
		(dated 05/08/2021); Heritage Statement (dated July 2021);
	a de la companya de l	Energy and Sustainability Statement (dated June 2021);
		Response to heritage objection (dated 26 January 2022);
		Heritage Technical Note (dated January 2022)
2.14	"Drawings Set B"	P-Si-B-012 Rev D; HRB/2; E-NE/NW-D005; E-SE/SW-
		D006; P-03-D-013 Rev C; P-R-D-014 Rev C; E-NE/NW-D-
		015 Rev C; E-SE/SW-D-016 Rev A; X-AA-D-017 Rev A;
		Cover letter / statement (dated 27/07/2021); Design &
		Access Statement (dated 05/08/2021); Heritage Statement
		(dated July 2021); Energy and Sustainability Statement
		(dated June 2021); Response to heritage objection (dated
		26 January 2022); Heritage Technical Note (dated January
		2022)
2.15	"the Implementation	the date of implementation of the Development by the
2.10	Date"	·
		carrying out of a material operation as defined in Section 56
		of the Act and references to "Implementation" and
0.46	MAIL - Survey - A - Ti	"Implement" shall be construed accordingly
2.16	"the Inspector"	means a person appointed by the Secretary of State or
		PINS by virtue of the Act to hear and/or determine the
		Planning Appeal;
2.17	"Occupation Date"	the date when any part of the Development is occupied and
		the phrases "Occupy", "Occupied" and "Occupation" shall be
		construed accordingly
2.18	"Owner"	together the Freeholder and the Leaseholder
2.19	"the Parties"	the Council and the Owner
2.20	"PINS"	the Planning Inspectorate
2.21	"the Planning Application"	a planning application in respect of the development of the
	/ ipplioation	Property submitted to the Council and validated on 24

2.22	"Planning Appeal"	the appeal submitted to PINS by the Freeholder under section 78 of the Act following the refusal of the Planning Application with planning appeal reference APP/X5210/W/23/3315974
2.23	"Planning Obligations"	planning obligations, conditions and stipulations on the Owner contained in Clause 4 of this Agreement and "Planning Obligation" shall be construed accordingly
2.24	"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
2.25	"the Planning Permission"	a planning permission granted by the Inspector for the Development pursuant to the Planning Appeal (following the Council's refusal of the Planning Application) following the completion of this Agreement
2.26	"the Property"	the land known as Howitt Close, Howitt Road, London, NW3 4LX the same as shown shaded grey on the plan annexed hereto but for the avoidance of doubt does not include any residential units on the lower ground, ground, first or second floors as the Planning Application concerns development of the roof to create a third floor
2.27	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.28	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
2.29	"Residential Unit"	a residential unit of occupation to be built as part of the Development (on a new third floor) pursuant to the Planning Permission and "Residential Units" shall be construed accordingly
2.30	"Secretary of State"	the Secretary of State for Levelling Up, Housing and Communities or such successor in function

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# 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 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3,
  5, 6, 7, 8 and 9 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 If the Secretary of State or an Inspector concludes in their Decision Letter that any Planning Obligation in this Agreement is incompatible with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and expressly states in the Decision Letter that no weight has been attached to that Planning Obligation In determining the Planning Appeal then:
  - 3.6.1 the relevant Planning Obligation shall be severed from this Agreement and cease to have effect and shall not be enforceable by the Council as appropriate and

#### 3.6.2 in a case where:

- a) the Planning Obligation is a financial contribution; and
- b) an inspector or the Secretary of State states in the Decision Letter that a specified lower financial contribution would meet the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) in respect of the relevant Planning Obligation;

then that lower amount of the financial contribution as specified in the Decision Letter shall be deemed to be the sum payable under that Planning Obligation in place of the sum set out for that Planning Obligation in this Agreement.

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 AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

#### 4.2 CAR FREE

4.2.1 To ensure that prior to occupying any Residential Unit (being part of the Development) each new occupier of that Residential Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 Not to Occupy or use or permit the Occupation or use of any Residential Unit at any time during which the occupier of the Residential Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity on the Residential Units.
- 4.2.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in clauses 4.2.1 and 4.2.2 of this Agreement.

#### 4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to:
  - (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
  - (b) submit to the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
  - (a) received the Construction Management Plan Implementation Support Contribution in full; and

- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 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.
- 4.3.4 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.

#### 4.4 CONSTRUCTION MANAGEMENT PLAN BOND

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.
- 4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.
- 4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.
- 4.4.4 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:
  - (a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

- (b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).
- 4.4.5 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.4.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

#### 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.
- 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
   hereof quoting planning reference 2021/3839/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.
- If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 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 2021/3839/P.
- 5.7 Payment of any contribution 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 2021/3839/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 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 AIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIRP figure published before the date such payment or application is made ("Y") less the last published AIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times (Y-X)$$

- 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 London, N<sub>1</sub>C 4AJ and sent planning obligations PlanningObligations@camden.gov.uk quoting the planning reference number

2021/3839/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 shall pay to the Council the sum of £2,333.76 (Two Thousand Three Hundred and Thirty Three Pounds and Seventy Six Pence) as a contribution towards the Council's costs of monitoring the implementation of this Agreement within twenty-eight days of the date of the Planning Permission.
- 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 of 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.
- Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the Implementation of the Development this Agreement shall forthwith determine and cease to have effect.

## 7. MORTGAGEE EXEMPTION

7.1 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee 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. **JOINT AND SEVERAL LIABILITY**

8.1 All covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

#### 9. RIGHTS OF THIRD PARTIES

9.1 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 Freeholder and the Leaseholder have executed this instrument as their deed the day and year first before written

**EXECUTED** as a DEED by **Daejan Properties Limited** acting by a director in the presence of:

Director

Witness' Signature:

Deborah Sawyer

Witness' Name:

Witness' Address:

Legal Secretary FRESHWATER GROUP LEGAL SERVICES LTD Freshwater House

158-162 Shaftsbury Avenue London WC2H 8HR DX 51650 Covent Garden

**EXECUTED** as a DEED by **Brickfield Properties Limited** acting by a director in the presence of:

Director

Witness' Signature:

Witness' Name:

Witness' Address:

**Deborah Sawyer** 

Legal Secretary FRESHWATER GROUP LEGAL SERVICES LTD Freshwater House 158-162 Shaftsbury Avenue London WC2H 8HR DX 51650 Covent Garden

THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON **BOROUGH OF CAMDEN was hereunto** 

Affixed by Order:-

**Authorised Signatory** 



# Schedule 1

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# Plan



#### Schedule 2

SCHEDULE:

# 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

Please use the Minimum Requirements (also available on the Council's website) 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