

DATED

25 JANUARY

2012

(1) 29 TANZA ROAD MANAGEMENT COMPANY LIMITED

and

(2) MARIA SOLEDAD MARTINEZ CASTILLO

and

(3) GASTON SEBASTIAN MARTINEZ CASTILLO

and

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

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

29A Tanza Road  
London,  
NW3 2UA

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

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/1685.1233\_FINAL (CMP)

THIS AGREEMENT is made the 25<sup>th</sup> day of January 2012

**BETWEEN:**

- i. **29 TANZA ROAD MANAGEMENT COMPANY LIMITED** (registered under company number 06391744) whose registered office is Top Floor Flat, 29D Tanza Road, London, NW3 2UA (hereinafter called "the Freeholder") of the first part
- ii. **MARIA SOLEDAD MARTINEZ CASTILLO and GASTON SEBASTIAN MARTINEZ CASTILLO** of 30 Parliament Hill, London, NW3 2TN (hereinafter collectively called "the Leaseholder") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN156701.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL913951.
- 1.3 The Freeholder is the freehold owner and the Leaseholder is the leasehold owner of and are interested in the Property for the purposes of Section 106 of the Act and hereinafter the Freeholder and the Leaseholder shall collectively be known as the Owner.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 31<sup>st</sup> March 2011 and the Council resolved to grant permission conditionally under reference number 2011/1692/P subject to conclusion of this legal Agreement.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |                   |   |
|-----|-------------------|---|
| 2.1 | "the Act"         | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"   | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.3 | "the Development" | extension and additional excavation to the existing basement cellar level to provide additional living accommodation; replacement and addition of new windows to front and rear elevations at basement and lower ground floor level and associated landscaping works for existing lower ground floor flat (Class C3) as shown on drawing numbers 129P(--020 Rev B; 129P(--022 Rev B; 129P(--023 Rev A; 129P(--024 Rev C; 129P(--025 Rev B; 129P(--026 Rev B; 129P(--027 Rev B; 129P(--028 Rev A; 129P(--029 Rev B; 129P(--030 Rev A; Basement Impact Assessment by Peter Brett Associates ref R001/rev01 dated March 2011; Specification of works ref 2325/AR/tb by Chess RMA Structural Consultants dated July 2010; |

Phase I Desk Top Study Report ref 9927 by Herts and Essex Site Investigations for Chess RMA, dated October 2010; Basement Impact Assessment by Peter Brett Associates ref R001/rev02 dated June 2011; Structural Engineering Statement ref 2325/NE by Chess RMA Structural Consultants dated June 2011; 2325/01; 2325/02 Rev G; 2325/03 Rev D; Letter by Peter Brett Associates dated 21/09/2011 ref 25005/002/CBH/RHT/cw; Table 1 Summary of Water Level Readings in Standpipes, as received 23/09/2011; 129P(--)-035, as received 23/09/2011; 129(--)-004, as received 23/09/2011; Draft Construction Management Plan, as received 22/09/2011; Site Waste Management Plan dated 09/09/2011.

2.4 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.5 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to

be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.7 "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

2.8 "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

2.9 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.10 "the Parties"

the Council and the Owner

2.11 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 31<sup>st</sup> March 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/1692/P subject to conclusion of this Agreement

2.12 "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

2.13 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.14 "the Property"

the land known as 29A Tanza Road, London, NW3 2UA the same as shown shaded grey on the plan annexed hereto

**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 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

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

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

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



- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2011/1692/P the date upon which the Development is 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan to the Council 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 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 2011/1692/P.

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

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

- 5.9 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, 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 2011/1692/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other

than by agreement with or at the request of the Owner) 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.

7. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by **29 TANZA ROAD MANAGEMENT COMPANY LIMITED** and **MARIA SOLEDAD MARTINEZ CASTILLO** and **GASTON SEBASTIAN MARTINEZ CASTILLO** in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

## **THE 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 affects 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) Any other relevant information with regard to traffic and transport.

- v) 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**

[CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 29A TANZA ROAD,  
LONDON, NW3 2UA]

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and  
the Owner has executed this instrument as its Deed the day and year first before written

EXECUTED AS A DEED BY  
29 TANZA ROAD MANAGEMENT  
COMPANY LIMITED  
acting by a Director and its Secretary  
or by two Directors

Director Name: (CAPITALS)

Director Signature:


Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

..... SOLEDAD MARTINEZ

..... 

..... RICHARD B. LANDAU

..... 

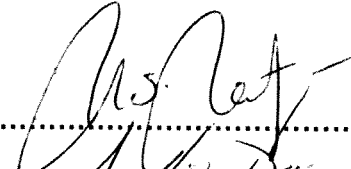

EXECUTED AS A DEED BY  
MARIA SOLEDAD MARTINEZ CASTILLO  
in the presence of:

Witness Signature:

Witness Name: (CAPITALS)

Address:

Occupation:

.....   
..... 

..... ANDRES DAGORRET

..... 30 PARLIAMENT HILL

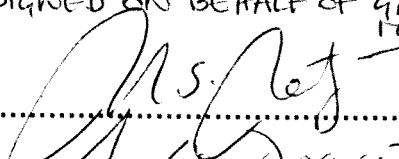
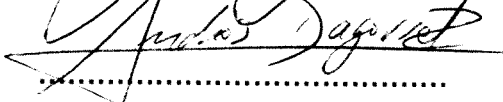
..... LONDON NW32TN

..... Business Administrator

EXECUTED AS A DEED BY  
GASTON SEBASTIAN MARTINEZ  
CASTILLO  
in the presence of:

Witness Signature:

SIGNED ON BEHALF OF GASTON SEBASTIAN  
MARTINEZ CASTILLO

.....   
..... 



Witness Name: (CAPITALS)

) ANDRES DAGORRET

Address:

) 30 PARLIAMENT HILL

) LONDON NW32TN

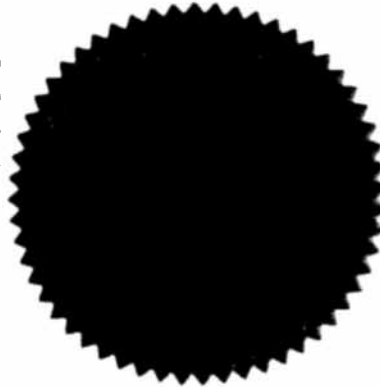
Occupation:

) Business Administrator

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

)  
)  
)  
)

  
.....  
Authorised Signatory

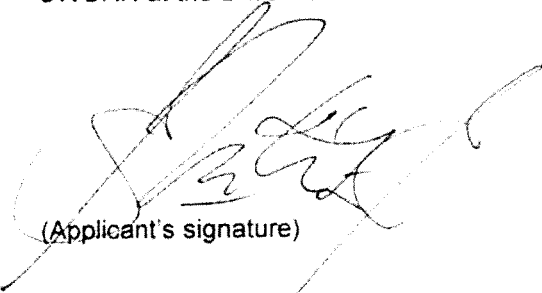


**Affidavit**

I, **Gaston Sebastian Martinez Castillo** resident at **Oslo 443 dept.51, Las Condes, Santiago de Chile** holder of Chile Passport **9.120.742-7** of full age MAKE OATH and say as follows:

1.- Give authorization to **Maria Soledad Martinez Castillo** resident at **30 Parliament Hill, London NW3 2TN , United Kingdom**, holder of Spanish passport **AB671627** to sign on my behalf **Section 106 Agreement related to land known as 29A Tanza Road (Planning Application Ref. Number 2011/1692/P )** between **29 Tanza Road Management Company Limited, Maria Soledad Martinez Castillo and Gaston Sebastian Martinez Castillo and The Mayor and Burgesses of the London Borough of Camden.**

SWORN at the British Consulate General/Embassy at Santiago de Chile

  
(Applicant's signature)

The 17th day of January 2012

British Embassy Santiago Chile  
Deyanira Quintana N.  
Pro-Consul & Entry Clearance Officer  
Before me .....  
DATE **17 ENE 2012**

  
(Officer's signature)



This Consulate accepts no responsibility for the contents of the above document.

29A TANZA ROAD, LONDON, NW3 2UA



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D'Soto Architects  
75 Canfield Gardens  
London  
NW6 3EA

Application Ref: 2011/1692/P

24 November 2011

Dear Sir/Madam

**DRAFT**  
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION  
Town and Country Planning Acts 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**29A Tanza Road**  
**London**  
**NW3 2VA**

**PROPOSAL:**

**DECISION**  
Extension and additional excavation to the existing basement cellar level to provide additional living accommodation, replacement and addition of new windows to front and rear elevations at basement and lower ground floor level and associated landscaping works for existing lower ground floor flat (Class C3).

Drawing Nos: 129P(-)020 Rev B; 129P(-)022 Rev B; 129P(-)023 Rev A; 129P(-)024 Rev C; 129P(-)025 Rev B; 129P(-)026 Rev B; 129P(-)027 Rev B; 129P(-)028 Rev A; 129P(-)029 Rev B; 129P(-)030 Rev A; Basement Impact Assessment by Peter Brett Associates ref R001/rev01 dated March 2011; Specification of works ref 2325/AR/tb by Chess RMA Structural Consultants dated July 2010; Phase I Desk Top Study Report ref 9927 by Herts and Essex Site Investigations for Chess RMA, dated October 2010; Basement Impact Assessment by Peter Brett Associates ref R001/rev02 dated June 2011; Structural Engineering Statement ref 2325/NE by Chess RMA Structural Consultants dated June 2011; 2325/01; 2325/02 Rev G; 2325/03 Rev D; Letter by Peter Brett Associates dated 21/09/2011 ref 25005/002/CBH/RHT/cw; Table 1 Summary of Water Level Readings in Standpipes, as received 23/09/2011; 129P(-)035, as received 23/09/2011; 129(-)004, as received 23/09/2011; Draft Construction Management Plan, as received 22/09/2011; Site Waste Management Plan dated 09/09/2011.

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 129P(–)024 Rev C; 129P(–)025 Rev B; 129P(–)026 Rev B; 129P(–)027 Rev B; 129P(–)029 Rev B; 129P(–)030 Rev A; 2325/01; 2325/02 Rev G; 2325/03 Rev D.

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing

high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 6 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details in the form of a method statement for the protection of trees indicated in the development (which are to be retained), shall be submitted to and approved by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction". Should any tree on the site be damaged to an extent which requires its removal then a replacement tree shall be planted, in accordance with a scheme of works to be submitted to and approved in writing by the Council.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

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

Reason: To protect the structural stability of the host building and neighbouring buildings, in accordance with policies CS5 (Managing the impact of growth and development) and CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours) and DP27 (Basements and lightwells) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel: 020 7974 2363).
- 2 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444) or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS4 (Areas of more limited change), CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving

our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) and CS19 (Delivering and monitoring the Core Strategy) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP20 (Movement of goods and materials), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP27 (Basements and lightwells). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- high standard of design having regard for local context; sufficient protection of the amenity of future occupiers and occupiers of neighbouring properties; provision of enhanced residential accommodation; planning obligation to manage the construction of the development.

**DRAFT**

Yours faithfully

Culture and Environment Directorate

**DECISION**



DATED

25 JANUARY

2012

(1) 29 TANZA ROAD MANAGEMENT COMPANY LIMITED

and

(2) MARIA SOLEDAD MARTINEZ CASTILLO

and

(3) GASTON SEBASTIAN MARTINEZ CASTILLO

and

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

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

29A Tanza Road  
London,  
NW3 2UA

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

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

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