

**THIS AGREEMENT** is made the 4<sup>th</sup> day of June 2010

**B E T W E E N:**

1. **PETER KADAS and GYONGYVER JULIA KADAS** of 3 Holford Road, London NW3 1AD (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 230869.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 23 October 2009 and the Council resolved to grant permission conditionally under reference number 2009/4699/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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 Certificate of Practical Completion" | the certificate issued by the Owner's architect certifying that the Development has been completed   |
| 2.4 | "Construction Management Plan"            | <p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and 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):-</p> <p>(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;</p> |

- (ii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

## 2.5 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the existing buildings

2.6 "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

2.7 "the Development"

the excavation to create a rear basement floor level with associated rooflights within rear garden, and installation of car lift within front garden for single family dwellinghouse (Class C3) as shown on drawing numbers Site Location Plan; PP02A; PP03A; PP04A; PP08A; PP09A; PP10A; PP11A; PP12A; AA02; AA03; AA04; AA09; AA10; AA11; AA12; PP13B; PP14A; PP15A; PP19A; PP20A; PP21A; PP22A; PP23B; PP24B; Car lift information sheet TiBi S.p.A; Tree Survey and Preparation of Tree Protection Method Statement, dated September 2009; Environmental Noise Survey and Plant Noise Assessment Report 16011/PNA2; Hydrological Assessment E11137-100-R-1.2.1-PDS, dated March 2010; Structural Engineer's Report for Basement Construction 1929-r-02 Issue 02; S-L-01 Rev T2; S-L-02-1 Rev T2; S-L-02-2 Rev T2; S-L-03 Rev T2; S-L-21 Rev T2; A Factual Report and Geotechnical Interpretive Report of Site Investigation on 4th and 13th November 2009 CSI Ref 1805; Interpretive Geotechnical Report for 3 Holford Road 1200917/GLM/csk; Soil Sample Analysis Test Report EFS/096375M (Ver. 1)

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 but not including occupation by personnel engaged in construction, fitting out, marketing or security, and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.10 "the Parties"

mean 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 23 October 2010 for which a resolution to grant permission has been passed conditionally under reference number 2009/4699/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 precisely in the draft form annexed hereto

- 2.14 "the Property" the land known as 3 Holford Road, London NW3  
1AD the same as shown edged in red 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, 8 & 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 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 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.2 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.
- 4.3 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.
- 4.4 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 2009/4699/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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Submission of the Construction Management 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 planning reference 2009/4699/P.
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 2009/4699/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 the Owner(s) 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

9. **DECISIONS BY THE COUNCIL**

- 9.1. The Council agrees to act reasonably in exercising its discretion and discharging its functions under this Agreement and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

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

EXECUTED AS A DEED BY  
PETER KADAS  
in the presence of:

)  
)  
)

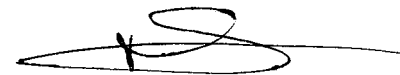


.....  
Witness Signature

Witness Name

Address

Occupation



NICHOLAS GEORGIOU.  
58 WHITEGATE GARDENS  
HARROW WEALD HA3 6BP  
CHAUFFEUR.

EXECUTED AS A DEED BY  
GYONGYVER JULIA KADAS  
in the presence of:

)  
)  
)



.....  
Witness Signature

Witness Name

Address

Occupation

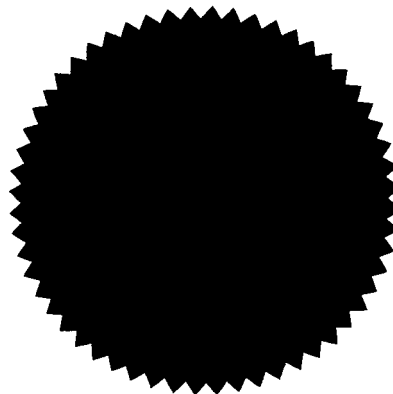
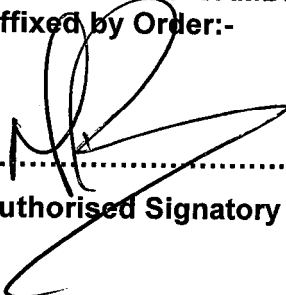


NICHOLAS GEORGIOU  
58 WHITEGATE GARDENS  
HARROW WEALD HA3 6BP  
CHAUFFEUR

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

)  
)  
)  
)

.....  
Authorised Signatory





## **THE FIRST 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**

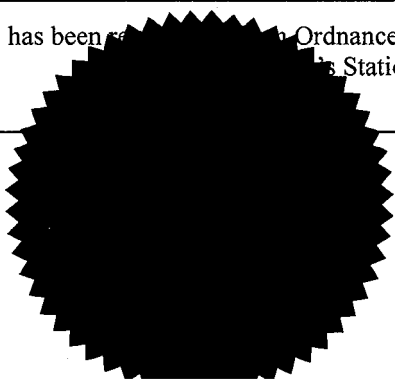




# 3 Holford Road, London NW3 1AD



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*Handwritten signature and initials, possibly 'A K R' and 'G R'.*



Zac Monro Architects  
21 Solow Road  
London  
SW2 5UU

Application Ref: **2009/4699/P**

6 May 2010

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:  
**3 Holford Road**  
**London**  
**NW3 1AD**

**DECISION**  
Proposal:

Excavation to create a rear basement floor level with associated rooflights within rear garden, and installation of car lift within front garden for single family dwellinghouse (Class C3).

Drawing Nos: Site Location Plan; PP02A; PP03A; PP04A; PP08A; PP09A; PP10A; PP11A; PP12A; AA02; AA03; AA04; AA09; AA10; AA11; AA12; PP13B; PP14A; PP15A; PP19A; PP20A; PP21A; PP22A; PP23B; PP24B; Car lift information sheet TiBi S.p.A; Tree Survey and Preparation of Tree Protection Method Statement, dated September 2009; Environmental Noise Survey and Plant Noise Assessment Report 16011/PNA2; Hydrological Assessment E11137-100-R-1.2.1-PDS, dated March 2010; Structural Engineer's Report for Basement Construction 1929-r-02 Issue 02; S-L-01 Rev T2; S-L-02-1 Rev T2; S-L-02-2 Rev T2; S-L-03 Rev T2; S-L-21 Rev T2; A Factual Report and Geotechnical Interpretive Report of Site Investigation on 4th and 13th November 2009 CSI Ref 1805; Interpretive Geotechnical Report for 3 Holford Road 1200917/GLM/csk; Soil Sample Analysis Test Report EFS/096375M (Ver. 1).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 (General design principles) and B7 (Conservation areas) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 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. 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 B1 (General design principles) and N8 (Ancient woodlands and trees) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 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. 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 B1 (General design principles) and N8 (Ancient woodlands and trees) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment are in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6 (Amenity for occupiers and neighbours), SD7B (Noise/vibration pollution), SD8 (Disturbance) and Appendix 1 (Noise and vibration thresholds) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Development shall not commence until a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks, is submitted and agreed in writing with the Local Planning Authority. The scheme shall include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. After the completion of the development the site should not be capable of being determined as contaminated land under part IIA of the Environmental Protection Act 1990.

Reason: To protect future occupiers of the development from the possible presence of ground contamination in accordance with policy SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The approved remediation scheme shall be carried out in accordance with the agreed Remediation Scheme prior to the commencement of building works otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the agreed works. Following completion of measures identified in the approved remediation scheme a verification report (referred to in PPS23 as a validation report), that demonstrates the effectiveness of the remediation carried out shall be submitted and agreed with the Local Planning Authority prior to commencement of building works.

Reason: To protect future occupiers of the development from the possible presence of ground contamination in accordance with policy SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The development hereby permitted shall be carried out in accordance with the proposed pile foundation design shown in Figure A4 (Hydrogeological Conceptual Site Model) 0001 Rev A01, included in the Hydrological Assessment E11137-100-R-1.2.1-PDS, dated March 2010, unless the Council gives written consent to any variation.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 (Amenity for occupiers and neighbours) of the London Borough of Camden Replacement Unitary Development

Plan 2006.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; PP02A; PP03A; PP04A; PP08A; PP09A; PP10A; PP11A; PP12A; AA02; AA03; AA04; AA09; AA10; AA11; AA12; PP13B; PP14A; PP15A; PP19A; PP20A; PP21A; PP22A; PP23B; PP24B; Car lift information sheet TiBi S.p.A; Tree Survey and Preparation of Tree Protection Method Statement, dated September 2009; Environmental Noise Survey and Plant Noise Assessment Report 16011/PNA2; Hydrological Assessment E11137-100-R-1.2.1-PDS, dated March 2010; Structural Engineer's Report for Basement Construction 1929-r-02 Issue 02; S-L-01 Rev T2; S-L-02-1 Rev T2; S-L-02-2 Rev T2; S-L-03 Rev T2; S-L-21 Rev T2; A Factual Report and Geotechnical Interpretive Report of Site Investigation on 4th and 13th November 2009 CSI Ref 1805; Interpretive Geotechnical Report for 3 Holford Road 1200917/GLM/csk; Soil Sample Analysis Test Report EFS/096375M (Ver. 1).

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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email [ppp@camden.gov.uk](mailto:ppp@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) 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, Urban Design and Renewal, Camden Town Hall,

Argyle Street, WC1H 8EQ.

- 5 With regard to conditions 6 and 7 you are advised to refer to Planning Policy Statement 23 (Planning and Pollution Control) Annex II: Development on Land Affected by Contamination for advice on developing land that may be affected by contamination; this document is available to download at <http://www.communities.gov.uk>. Further information is also available on the Council's Contaminated Land web pages at [www.camden.gov.uk/contaminatedland](http://www.camden.gov.uk/contaminatedland). Please contact the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613) for specific queries regarding developments on potentially contaminated land.
- 6 Thames Water advise that necessary protection to the property should be incorporated into the proposed development. For example, this could be done by installing a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.
- 7 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), SD7 (Light, noise and vibration pollution), SD8 (Disturbance), B1 (General design principles), B3 (Alterations and extensions), B6 (Listed buildings), B7 (Conservation areas), B8 (archaeology), N5 (Biodiversity), N8 (Ancient woodlands and trees), T7 (Off-street parking, city car clubs and city bike schemes), T12 (Works affecting highways) and Appendix 1 (Noise and vibration thresholds).

Yours faithfully

Culture and Environment Directorate







DATED

4 June

2010

**(1) PETER KADAS and GYONGYVER JULIA KADAS**

**and**

**(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
**relating to land known as**  
**3 Holford Road, London NW3 1AD**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended)**

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
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