10

2009

(1) JONATHAN DAVID HARRIS and JENIFFER CECILIA HARRIS

and

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

AGREEMENT relating to land known as 5 Telegraph Hili pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and s278 of the Highways Act 1980

> Andrew Maughan Head of Legal Services London Borough of Camden Town Hall **Judd Street** London WC1H 9LP

> > Tel: 020 7974 5647 Fax: 020 7974 2962

BETWEEN:

- JONATHAN DAVID HARRIS and JENIFFER CECILIA HARRIS of 5 Telegraph Hill, London NW3 7NU (hereinafter called "the Owner") of the first part; and
- 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

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN23529.
- 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 7 July 2008 and the Council resolved to grant permission conditionally under reference number 2008/3309/P subject to the conclusion of this legal Agreement.
- 1.4 A Conservation Area Consent for the demolition of an existing single family dwellinghouse at the Property was submitted to the Council and validated on 26 September 2008 and the Council resolved to grant consent conditionally under reference 2008/3619/C.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 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.

1.7 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 Application for | |
|-----|----------------------------|---|
| | Conservation Area Consent" | an application for Conservation Area Consent in |
| | | respect of the Property submitted to the Counci |
| | | and validated on 26 September 2008 for which a |
| | | resolution to grant permission has been passed |
| | | conditionally under reference number |

| | | 2008/3619/C |
|-----|---------------------|-------------|
| 2.4 | "the Certificate of | |

the final certificate issued by the Owner's architect or contractor administrator certifying that the Development has been completed to its reasonable satisfaction

| 2.5 | "the Conservation Area" | means the Redington/Frognal Conservation |
|-----|-------------------------|--|
| | | Area (No20) |

2.6 "the Conservation Area Consent"

Practical Completion"

conservation area consent granted in relation to the Property substantially in the draft form annexed hereto.

2.7 "The Construction Management Plan"

a plan setting out how the Owner will undertake 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 to minimise impact on the surrounding environment: including (but not limited to):

- (i) effects on the health and amenity of local residents site construction workers and local businesses adjoining developments undergoing construction;
- (ii) effects on other Conservation Area features;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents of Telegraph Hill West Heath and Platt's Lane in advance of major operations delivery schedules and amendments to normal traffic arrangements;
- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (v) sizes of all vehicles and a schedule of when they will need to access the site;

- (vi) swept path drawing for the vehicle routes for all vehicles larger than 3 tonnes;
- (vii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;
- (viii) details of proposed parking bays suspensions and temporary traffic management orders;
- (ix) the proposed working hours;
- (x) the inclusion of a waste management strategy for handling and disposing of construction waste, and
- (xi) 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

2.8 "The Construction Phase"

the whole period between

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

2.9 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide to Contractors working in London" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.10 "the Development"

the demolition of existing single family dwellinghouse and erection of a basement, 3-storey plus attic dwellinghouse

2.11 "the Energy Assessment Report"

the energy assessment report produced by E A Pearce & Partners dated June 2008 and submitted by the Owner as part of the Planning Application

2.12 "the Highways Contribution"

in accordance with the Planning Bernission (2008) of any other partie one idence of destot the implementation of any other parties one identity the implementation of destot the imple the sum of £4,000 (four thousand 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 event of receipt for the carrying out works to the public highway and associated measures vicinity of 70 metres from the Property such works to include repaving the entranceway of Telegraph Hill on to Platts Lane ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "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 provided that it shall not include operations in connection with site investigation

2.14 "the Level Plans

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

2.15 "Occupation Date"

the first date when any part of the Development is occupied (save for the purposes of fitting out marketing or any other activity in preparation for the use of the Property which shall not trigger any obligations in this Agreement) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.16 "the Parties"

mean the Council and the Owner

2.17 "the Planning Application"

an application for Planning Permission in respect of the development of the Property submitted to the Council and validated on 26 September 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/3309/P subject to conclusion of this Agreement

2.18 "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

2.19 "the Planning Permission"

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

2.20 "the Property"

the land known as 5 Telegraph Hill, NW3 7NU the same as shown shaded grey on the plan annexed hereto and registered under title number LN23529

2.21 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.22 "Re-Use of Existing Materials Plan"

A plan setting out a detailed strategy to maximise the re-use of building materials following the demolition of the single storey dwellinghouse at the Property

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 or their successors in title 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 donating 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 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 and Conservation Area Consent on the date hereof and to supply the Owner with duly dated copies of the same within 14 days of the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

4.1 Construction Management Agreement

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.
- 4.1.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Construction Management Plan in writing including any amendments thereto such approval not to be unreasonably withheld or delayed.
- 4.1.3 After Implementation, the Owner shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan as approved by the Council.

4.2 Highways

- 4.2.1 On or prior to the Implementation Date to:-
 - (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.2.2 Not to Implement or to allow Implementation until such time as the Council has:-
 - (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.2.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.2.4 Within 14 days of completion of the Highway Works the Council will on request provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works. If the Certified Sum is less than the Highways Contribution the Council will refund the difference to the Owner with the certificate.
- 4.2.5 If the Highways Contribution has not been expended by the Council within 3 years of the date of issue of the issue of the Certificate of Practical Completion the Council will refund to the Owner or such party that makes the actual payment to the Council together with interest at the Base Rate of the National Westminster Bank plc
- 4.2.6 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 Re-Use of Existing Materials Plan

4.3.1 Not to Implement or permit Implementation until the Re-Use of Existing Materials
Plan has been submitted to and agreed in writing with the Council such approval not

to be unreasonably withheld or delayed and thereafter to comply with the Re-Use of Existing Materials Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense take any steps reasonably required by the Council to remedy such non-compliance.

4.4 Energy Assessment Report

4.4.1 To implement all reasonable measures set out in the Energy Assessment Report agreed in writing with the Council such approval not to be unreasonably withheld or delayed to implement all reasonable measures set out in the Energy Assessment Report agreed in writing with the Council, such approval not to be unreasonable withheld or delayed and to attain an energy performance asset rating for the Development of C or above

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 6.1 hereof quoting planning references 2008/3309/P and 2008/3619/C the date upon which the Development will be ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable 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.

- Payment of the Contributions pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to (c/o the Planning Obligations Monitoring Officer) referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM659ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019. and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 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 Applicant.
- 5.7 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.8 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:-
- 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 2008/3309/P and 2008/3619/C 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 limited to the sum of 24,200 in the sum of £2750 plus £16 disturbuted to the sum of £4,200 in the sum of £2750 plus £16 disturbuted to the sum of £4,200 in the sum of £4,200 in the sum of £4,200 in the costs to be incurred by the Council's Environment department for the subsequent mentioning of each optime form of their Agreement (Total £4166). 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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property within 14 days of receipt from the Land Registry.
- 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 either Owner in this Agreement are made jointly and severally and shall be enforceable as such.

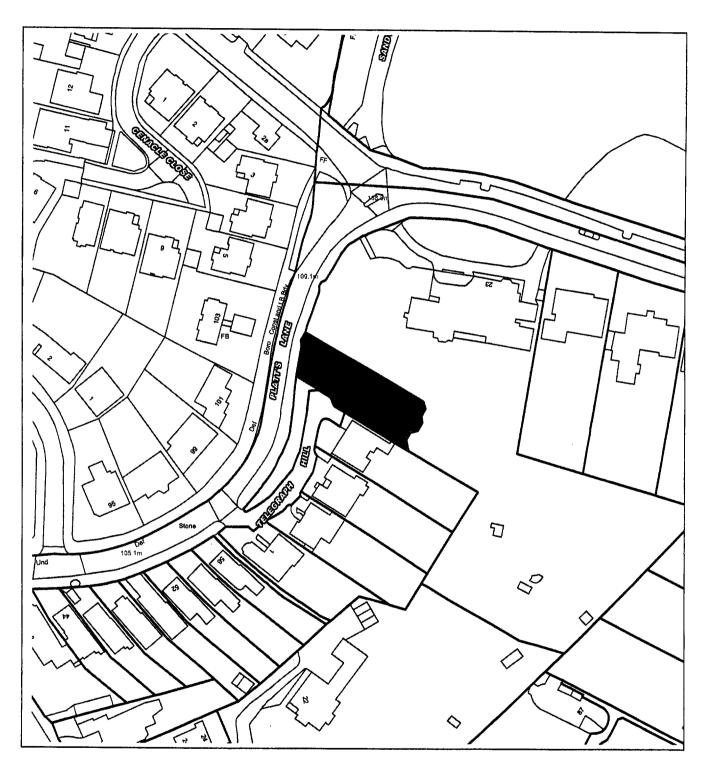
8. RIGHTS OF THIRD PARTIES

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

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 JONATHAN DAVID HARRIS in the presence of: | } d.xlen |
|--|-------------------|
| Witness Signature | |
| Witness Name: ROHT SHOT | |
| Address: 28 SHEP DECD MARI | UET LONDON WIJ7QL |
| Occupation: NEWS AGENT | |
| EXECUTED AS A DEED BY JENIFFER CECILIA HARRIS in the presence of: | } & Harris. |
| Bachevel Witness Signature | ····· |
| Witness Name: MALGERRAM BCC | CHENTEN T |
| Address: 20-22 SHEPHIERI) MICT | |
| Occupation: MAITRASE | |
| THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto Affixed by Order:- | |

5 Telegraph Hill, London, NW3 7NU



Murdoch Associates 16 South Road Bishops Stortford HERTS CM23 3JH

Application Ref: 2008/3309/P

26 March 2009

Dear Sir/Madam

FOR INFORMATION Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

5 Telegraph Hill London NW3 7NU

Proposal:
Erection of a baseme of the entire dustate dwelling and dwelling to the proposal dwelling and dwelling to the proposal dwelling to the p

Drawing Nos: Drawing 1, the last g at 2 1/2/1 at 2 0 2 1 at Approved Planning 4282/DE/604; 605; 606; 607; 608; 609; 610; 611; Proposed - 4284/DE/704; 705; 706; 707: 708 Rev A; 709 Rev A; 710 & 711; Design and Access Statement; energy Assessment Report; Sustainability Review; Conservation Area Statement & PPG15 Statement.

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).

- Prior to the commencement of the development detailed existing and proposed drawings and samples in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:
 - a) Plan, elevation and section drawings of all new external doors at a scale of 1:10 with typical moulding and architrave details at a scale of 1:1.
 - c) Plan, elevation and section drawings, including jambs, head and cill, of all new window and door openings.
 - d) Plan, elevation and section are a scale of 1:10 with typical glazing bar details and 1
 - f) Plan, elevation and section drawings of all typical external features of the building at a scale of 1:10 with details at 1:1 including but not limited to; the roof eaves and ridge; chimney stacks; parapet; string course; porch; window and door surrounds and front bow.

The relevant part of the works shall then be carried in accordance with the approved details

Reason: In order to savege of the confibration that the to fing makes to the character and appropriate of the content and the confibration of the content and the confibration of the content and the confibration of the confibration of the content and the confibration of the confibration

Prior to the commencement of the development a detailed schedule and method statement of all materials to be salvaged and reused on the property shall submitted and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: In order to safeguard the character, appearance and sustainability of the building in accordance with the requirements of policy B1, B7 and SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

No development shall take place until samples of the materials to be used in the construction of the external surfaces of the new building hereby permitted have been submitted and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The panel must include facing brickwork demonstrating the proposed colour, texture, face-bond and

pointing.

The relevant part of the works shall then be carried in accordance with the approved details.

Reason: In order to safeguard the character, appearance and sustainability of the building in accordance with the requirements of policy B1, B7 and SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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.

Reason: To enable the solution in the scheme in accordance of the scheme is of policies B1 and N8 the London Borough of Camden Resident in the scheme in accordance of the

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], prior to the occupation for the permitted use 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 says and in any case, by not later than the end of the gives written cases at the control of the council gives written cases.

Reason: To ensure that the tanascaping carmed car within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 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).
- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by

email env.health@camden.gov.uk or on the website 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.

3 Reasons for granting 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 S1/S2, SD1, SD6, B1, B3, B7, H7 and H8. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, power and constructions. Consider the structure shall not restrict the Council from exercising any of as a part of the angular shall not restrict the Council from exercising any of as a part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Highways Engineering Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 4444) or email highwayengineering@camden.gov.uk
- 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 local agreement should be marked for the attention of the Sites Team, Urban Lies and Representation.

Yours faithfully

Culture and Environment Directorate



Development Control
Planning Services
London Borough of Camden
Town Half
Argyle Street
London WC1H 8ND

Tel 020 7278 4444 Fax 020 7974 1860 Textlink 020 7974 6866

env.devcon@camden.gov.uk www.camden.gov.uk/planning

Application Ref: 2008/3619/C Please ask for: Elmear Heavey Telephone: 020 7974 3060

30 March 2009

Dear Sir/Madam

Murdoch Associates

16 South Road

HERTS

CM23 3JH

Bishops Stortford

DECISION

Planning (Listed Building and Conservation Areas) Act 1990 Planning (Listed Buildings and Conservation Areas) Regulations 1990

Conservation Area Consent Granted

Address:

5 Telegraph Hill London NW3 7NU

Proposal:

Demolition of existing single family dwellinghouse.

Drawing Nos: Existing - 4284/IN/101; 102; 103; 104.

The Council has considered your application and decided to grant conservation area consent subject to the following conditions:

Conditions and Reasons:

The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full

