

DATED

13 January

2009

(1) DAVID HYAM LAZARUS and GABRIELLE CHARLOTTE LAZARUS

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
200A GOLDHURST TERRACE LONDON NW6 3HL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 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 2463
Fax: 020 7974 2962

CLS/COM/CJ/1431.1380

THIS AGREEMENT is made the 13th day of January 2009

BETWEEN:

1. **DAVID HYAM LAZARUS and GABRIELLE CHARLOTTE LAZARUS** of 25 Elsworthy Road, London NW3 3BT (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 239175.
- 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 13 April 2008 and the Council resolved to grant permission conditionally under reference number 2008/1109/P subject to conclusion of this legal Agreement.
- 1.4 The Council 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 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 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" | a planning application in respect of the development of the Property submitted to the Council and validated on 13 April 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/1109/P subject to conclusion of this Agreement |
| 2.4 | "the Certificate of Practical Completion" | the final certificate certifying that the Development has been completed |
| 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. |
| 2.6 | "the Council's Considerate Contractor Manual" | the document produced by the Council from time to time relating to the good practice for developers engaged in building activities in the London Borough of Camden entitled "Guide for Contractors Working in Camden" |

- 2.7 "Construction Management Plan" the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual
- 2.8 "the Development" Erection of a new two storey over basement detached house as shown on drawing numbers DP/100 rev F; 101 revF; PL/101 rev F; 101 rev F (Feb 08); PL/102 rev F; PL/103 rev G; PL/104 rev G; PL/105A rev F; PL/105B rev G; PL/105C rev G; PL/106 rev F; PL/107A rev F; PL/107B rev G; PL/107C; rev F; PL/101 rev F; PL/108; Arboricultural Method Statement; Design Statement
- 2.9 "the Highways Contribution" the sum of £8,000 (eight 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 the works to the public highway and associated measures in the vicinity of the Property required to repave the vehicular crossover to the site so that the existing 'black top' (tarmac) is removed and replaced with artificial stone paving (ASP) to match the footways adjacent to the crossover ("the Highways Works") all works will be subject to final measure 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

- 2.10 "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
- 2.11 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council and the Owner
- 2.13 "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
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as 200A Goldhurst Terrace London NW6 3HL being the land which is immediately adjacent to the block of 12 flats at Lynne Court and included in title number 239175 the same as shown shaded in grey on the plan annexed hereto

- 2.16 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.17 "Residents Parking Permit" A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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, and 7 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 HIGHWAYS CONTRIBUTION

4.1.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.1.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works.

4.1.4 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.

4.1.5 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the difference between the two amounts.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.

4.2.2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan.

4.2.3 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 in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably and properly required by the Council to remedy such non-compliance

4.3 **CAR-FREE** *CAPPED* *K/K*

4.3.1 The Owner hereby covenants with the Council ensure that prior to occupying the new residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or similar legislation) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.

4.3.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

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 7 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 2008/1109/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 during the Construction Phase (1) to have access to any part of the Property and/or (2) to provide at the Owner's expense a copy of such documentation within the Owner's possession as may be reasonably required 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 Payment of the Highways Contribution pursuant to Clause 4.1 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 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 ZM521ZL065 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 Owner.

- 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

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

- 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:-

- 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/1109/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 (not exceeding £2,300 plus VAT and disbursements of £8 as quoted) 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. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as its Deed the day and year first before written

EXECUTED AS A DEED BY
DAVID HYAM LAZARUS
In the presence of:

)
) 

.....
Witness Signature 

Witness Name AMY BATTEN

Address 56/57 Flat 6, Ainger Rd N.W.3 3AH

Occupation Fitness instructor

EXECUTED AS A DEED BY
GABRIELLE CHARLOTTE LAZARUS
In the presence of:

)
) 

.....
Witness Signature 


Witness Name AMY BATTEN

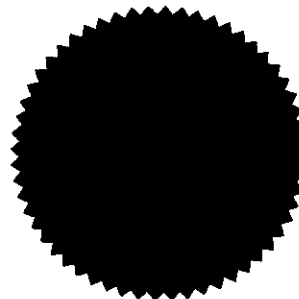
Address 56/57 Flat 6, Ainger Rd N.W.3 3AH

Occupation Fitness instructor

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

.....
Authorised Signatory





200 Goldhurst Terrace London NW6 3HL



[Handwritten signature]

SLLB Architects Ltd
4-8 Canfield Gardens
LONDON
NW6 3BS

Application Ref: **2008/1109/P**

06 January 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
200 & 200A Goldhurst Terrace
London
NW6 3HL

Proposal:

DECISION
Erection of a new two storey brick semi-detached house (see drawings b 08);
Drawing Nos: DP/101 rev G; PL/102 rev F; PL/103 rev G; PL/104 rev G; PL/105A rev F; PL/105B rev G; PL/105C rev G; PL/106 rev F; PL/107A rev F; PL/107B rev G; PL/107C; rev F; PL/101 rev F; PL/108;
Arboricultural Method Statement;
Design 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).

- 2 A Sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 3 The details of the all facing materials to be used on the building shall not be otherwise than as those submitted to and approved by the Council before any work is commenced on the relevant part of the development. Such details shall include proposed slab levels of the building in relation to the existing and proposed levels of the site and the surrounding land. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 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, a scheme for grey water recycling and a scheme for sustainable urban drainage. The hard and soft landscaping scheme shall be carried out in its entirety in strict accordance with the details thus approved, and thereafter the means of enclosure to the street frontage of the site shall be permanently maintained and retained as 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 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 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 B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved by the Council as the local planning authority before any works on site are commenced. These should be designed in accordance with the details outlined in the hereby approved tree report. No other works shall not be carried out otherwise than in accordance with the details approved.

Reason: To ensure that the Council is 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 policies N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 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 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 works; such details shall follow guidelines and standards set out in BS 5837:2005 'Trees in Relation to Construction'.

Reason: To ensure that the Council is 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 policies N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 Details of the sedum roofs, including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long-term viability of the green roof, and a programme for a scheme of maintenance, shall be submitted to and approved by the Council prior to the commencement of works. Thereafter, the green roof shall be fully provided in accordance with the approved details, and permanently retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies SD9 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and design advice in the Council's Supplementary Planning Guidance

- 9 Prior to installation details of any required plant (including any acoustic isolation and sound attenuation) shall be submitted to the Council for approval. The acoustic isolation shall thereafter be maintained in effective order.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policies SD6 SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 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 [, SD7B, SD8 and Appendix 1] of the London Borough of Camden Replacement Unitary Development Plan 2006.

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- 11 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies SD6 and T7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 Notwithstanding the provisions of Article 199 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) (revoking and re-enacting that Order) (development within Classes A, B, C, E and D) [and Part 2 (Class C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

DECISION

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies S1/ S2, B1 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 13 The windows on the east and west elevations of the buildings shall be obscure glazed and be of a design that is not capable of being opened below a height of 1.8m above the finished floor level, and thereafter permanently maintained and retained as such.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 14 The windows at first floor on the rear elevation of the building shall be obscure glazed and fixed shut, and thereafter permanently maintained and retained as such.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

1 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, SD2, SD6, Sd9, H1, H7, H8, B1, B7, N5, N8, T3, T7, T8, T9 and T11. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which covers structural integrity and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).

3 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.

4 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 in accordance with the following hours Monday to Friday and 08:00 to 18:00 on Saturdays and not on Sundays and Public Holidays. You are advised to consult the Camden Council 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.

5 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 Sites Team, Urban Design and Regeneration.

6 You are requested to consult with the occupiers/owners of Lynne Court regarding the possible relocation of the existing external water tap facility.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED

13 January

2009

(1) DAVID HYAM LAZARUS and GABRIELLE CHARLOTTE LAZARUS

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
200A GOLDHURST TERRACE LONDON NW6 3HL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
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