DATED 25 October

(1) ALESSANDRA GIBBA MARSONI

2016

and

(2) ALVISE MASSIMO MARSONI

and

(3) ALVISE MASSIMO MARSONI and ALESSANDRA GIBBA MARSONI

and

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

A G R E E M E N T
relating to land known as
15 BUCKLAND CRESCENT
LONDON NW3 5DH
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918 Fax: 020 7974 2962

1781.551 (2015/5912/P)

THIS AGREEMENT is made the 25 day of October

#### BETWEEN:

- ALESSANDRA GIBBA MARSONI of 15A Buckland Crescent London NW3 5DH 1. (hereinafter called "the Freeholder") of the first part
- 2. ALVISE MASSIMO MARSONI of 15B Buckland Crescent London NW3 5DH (hereinafter called "the First Leaseholder") of second part
- ALVISE MASSIMO MARSONI and ALESSANDRA GIBBA MARSONI of 15C 3. Buckland Crescent London NW3 5DH (hereinafter called "the Second Leaseholder") of the third part
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of 4. Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

#### 1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL337650.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- The First Leaseholder is registered at the Land Registry as the leasehold proprietor 1.3 with Title absolute of the Property under Title Number NGL810401.
- The First Leaseholder is the leasehold owner of and is interested in the Property for 1.4 the purposes of Section 106 of the Act.
- 1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL706393

- 1.6 The Second Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder, First Leaseholder and Second Leaseholder shall hereinafter be collectively referred to as "the Owner".
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 21 October 2015 and the Council resolved to grant permission conditionally under reference number 2015/5912/P subject to the conclusion of this legal Agreement.
- 1.9 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.

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1.10 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 |
|-----|-----------|-----|--------|-----|---------|----------|-----|------|-----|
|     |           | ame | ended) |     |         |          |     |      |     |

- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" conversion of the existing 2 x self-contained flats into 1 x 4 bed maisonette between the lower and upper ground floor, 1 x 3 bed self-contained flat at first floor, 1 x 2 bed self-contained unit at second floor level and replacement of the existing timber door to the front elevation at

ground floor level as shown on drawing numbers: 1090 APL 001 REVA, 1090 APL 002 REVA, 1090 APL 003 REVA, 1090 APL 004 REVA, 1090 APL 005 REVA, 1090 APL 006 REVA, 1090 APL 007 REVA, 1090 ASU 001 REVB, 1090 ASU 002 REVB, 1090 ASU 003 REVB, 1090 ASU 004 REVB, 1090 ASU 005 REVA, 1090 ASU 006 REVA, 1090 ASU 007 REVB, 1090 ASU 008 REVA, 1090 ASU 007 REVB, 1090 ASU 008 REVA and 1090 ASU 009 REVA.

2.4 "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

2.5 "the Nominated Unit"

the 1 x 2 bed self-contained unit located on the second floor forming part of the Development the same as edged in red on drawing numbers 1090ASU008 and 1090APL004 in Schedule 3

2.6 "Occupation Date"

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

2.7 "the Parties"

mean the Council and the Owner

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 21 October 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5912/P subject to conclusion of this Agreement

| 2.9 | "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

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### 2.10 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form in Schedule 1

#### 2.11 "the Property"

the land known as 15 Buckland Crescent London NW3 5DH the same as shown edged red on the site location plan in Schedule 2

#### 2.12 "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

#### 2.13 "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, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Nominated Unit shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

#### 4. OBLIGATIONS OF THE OWNER

#### **CAR FREE**

4.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a

disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to occupy or use (or permit the occupation or use of) the Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1 and 4.2 this Agreement shall continue to have effect in perpetuity.

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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 the Nominated Unit that in the Owner's opinion is affected by the Owner's obligation in Clause 4.1 and 4.2 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.
- Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause
   hereof quoting planning reference 2015/5912/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part

of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

#### 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 2015/5912/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 by the Council.
- 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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successor 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 this Agreement shall forthwith determine and cease to have effect.

#### 7. JOINT AND SEVERAL LIABILITY

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

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#### 8. RIGHTS OF THIRD PARTIES

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 a Deed the day and year first before written

| EXECUTED AS A DEED BY ) ALESSANDRA GIBBA MARSONI ) in the presence of: )            |
|---|
| Arnoudrefule Haron;   |
| Witness Signature Com Society   |
| Witness Name: RHAN SMITH  |
| Address: 89 Sussex ROAD, WOZ4 SHR   |
| Occupation: Burder  |
|   |
| EXECUTED AS A DEED BY ALVISE MASSIMO MARSONI in the presence of:  Witness Signature |
| Witness Name: RAN SMITH   |
| Address: 89 Sussex Rad. WOZ4 SUR  |
| Occupation: Psicon  |
| THE COMMON SEAL OF THE MAYOR )  |
| AND BURGESSES OF THE LONDON ) BOROUGH OF CAMDEN was hereunto )                      |
| Affixed by Order:-  |
| 12  |
| Authorised Signatory  |
|   |

### SCHEDULE 1 DRAFT PLANNING PERMISSION



Regeneration and Planning Development Management London Borough of Camden Town Hall Judd Street London WC1H 9JE

Tel 020 7974 4444

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

Planning Sense Ltd 61 Cavendish Road St Albans Hertfordshire AL1 5EF

Application Ref: 2015/5912/P

21 September 2016

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION

Town and Country Planning Act 1990 (as amended)

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

Address:

15 Buckland Crescent London NW3 5DH

Proposal:

Conversion of the existing 2 x self-contained flats including the existing garage to the front elevation at ground floor into a habitable room associated with 1 x 4 bed maisonette between the ground and upper ground floor, 1 x 3bed self-contained flat at first floor, 1 x 2bed self-contained unit at second floor level and alterations to the fenestration to the flank and rear elevation.

Drawing Nos: 1090 APL 001 REVA, 1090 APL 002 REVA, 1090 APL 003 REVA, 1090 APL 004 REVA, 1090 APL 005 REVA, 1090 APL 006 REVA, 1090 APL 007 REVA, 1090 ASU 001 REVB, 1090 ASU 002 REVB, 1090 ASU 003 REVB, 1090 ASU 004 REVB, 1090 ASU 005 REVA, 1090 ASU 006 REVA, 1090 ASU 006 REVA, 1090 ASU 007 REVB, 1090 ASU 008 REVA and 1090 ASU 009 REVA.

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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

The development hereby permitted shall be carried out in accordance with the following approved plans 1090 APL 001 REVA, 1090 APL 002 REVA, 1090 APL 003 REVA, 1090 APL 004 REVA, 1090 APL 005 REVA, 1090 APL 006 REVA, 1090 APL 007 REVA, 1090 ASU 001 REVB, 1090 ASU 002 REVB, 1090 ASU 003 REVB, 1090 ASU 004 REVB, 1090 ASU 005 REVA, 1090 ASU 006 REVA, 1090 ASU 007 REVB, 1090 ASU 008 REVA and 1090 ASU 009 REVA.

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

4 Units A, B & C, as indicated on the approved plans shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use (110l,p,d). Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22

(Promoting sustainable design and construction) and DP23 (Water)

#### Informative(s):

1 Reasons for granting permission.

The proposed conversion of the 2 self-contained flats to 3 self-contained comprising of 1 x 4bed, 1x 3Bed flat and 1 x 4Bed flats are considered acceptable in policy terms as it provides an additional high to medium priority size flats, thereby assisting the Council in meeting the strategic housing target for the Borough.

The proposed 1 x 4Bed and 1x 2Bed and 1 x 3Bed flats are of generous sizes and far exceed the internal rooms sizes in stipulated in CPG 2 and would also exceed the recommended guidelines contained within the London Plan (2015). The lower-ground and ground floor 4bed maisonette would measure 318m2, the first floor 3Bed Flat would measure 119m2, and the second floor 2Bed self-contained flat would be 113.6m2. All the self-contained units would exceed London Plan minimum space standard, the table shows a 4Bed6p room size should be 99m2, a 2b4p flat should have a minimum of 70m2 and for a 3Bed6P flat the GIA achieve should be no less than GIA of 74m2.

The proposed flats will benefit from adequate levels of daylight, outlook and natural ventilation. The proposed units would also meet the criteria of the Lifetimes Homes standards where possible.

The application site has a Ptal rating of 4 which is considered as Low Parking Provision. In accordance with Policy DP18, the flat on second floor would be secured as car-free so as not to increase pressure on the highways and would secured by a S106 legal Agreement. Cycle parking provision will be waived in this instance due to the site constraints.

It is proposed to convert the existing garage to the front flank elevation, this would slightly increase the depth of the internal floorspace and a new door would be installed for an enlarged corridor, the proposed door would match the design and setting of the neighbouring property No.17 which would be partially visible at ground floor level due to the slope in floor level. The proposed work would provide an additional bedroom. It is also proposed to replace the window to the flank elevation at upper-ground floor level the window would be design to match the fenestration detail of the existing windows.

The windows being installed to the upper-ground floor level would be obscured glazed. As such, would not impact on the neighbouring amenity in terms of a spillage, privacy/overlooking. There would be further impact with sunlight, daylight, outlook, overshadowing, light pollution or a sense of enclosure as a result of the proposed works.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

21 neighbouring properties were consulted and a site and press notice was issued. No objection and one comment was received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS1, CS5, CS6, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP5, DP6, DP17, DP18, DP19, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.4, 3.5, 6.9, 6.13, 7.4, 7.6 and 7.8 of the London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 39, 49, 56-66 and 126-141 of the National Planning Policy Framework.

- 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 6941).
- Noise from demolition and construction works is subject to control under the 3 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 You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 the website or http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/environment/contact-the-environmental-health-team.en or seek approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.

You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DEGISION

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# SCHEDULE 2 SITE LOCATION PLAN



GENERAL VIEW OF 15 BUCKLAND CRESCENT

Marles Mussell Speechlys UP on Selay of the arrer

Rev. A

Title Location Plan and As Built Photos

15A BUCKLAND CRESCENT

Project

Date

11/11/2010 Title
RP Location Plan and As Built Pho
AM I.1250 @ A3 Drawing No. 1191 ASU 001

Date
Drawn by
Checked by
Scale

MOLES with the provide the University and received the reflection of the region of the Studies before any furner with to start at that the previous of the resource of the research of the refer and t

ISSUED FOR APPROVAL

LOCATION PLAN 1.1250 @ A3

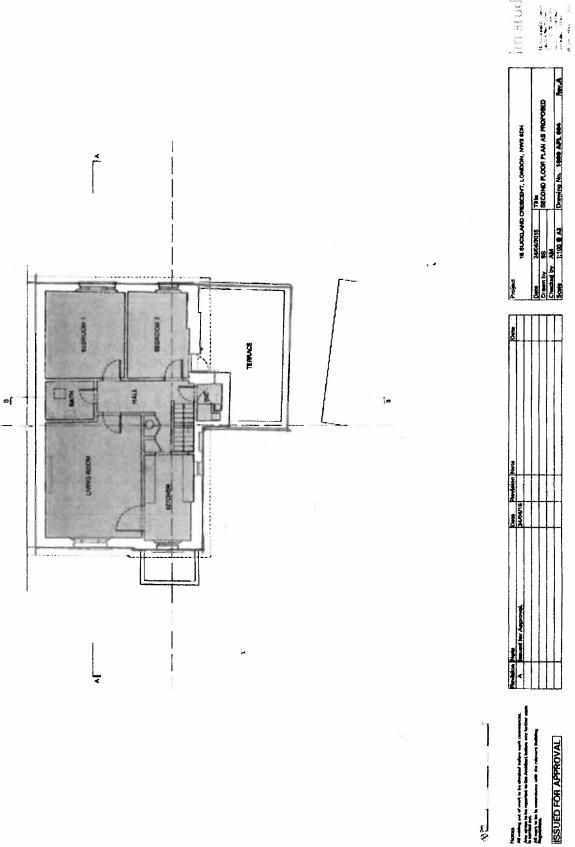
# SCHEDULE 3 THE NOMINATED UNIT

To the second Drawing No. 1969 ARI 000 Nov.A 15 BUCKLAND CRESCENT, LONDON, HW3 50H Diese 2464-2013 The R.O. H.A. A. E.CGTTNG. Chresh by 52 BLOCK PLAN AS EXGTTNG. Chreshold May 1400 B.A. Downer No. 1999 ARI 998 SSUED FOR APPROVAL

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DATED 25 October

2016

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(1) ALESSANDRA GIBBA MARSONI

and

(2) ALVISE MASSIMO MARSONI

and

(3) ALVISE MASSIMO MARSONI and ALESSANDRA GIBBA MARSONI

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

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