

DATED 27<sup>TH</sup> JANUARY 2017

(1) KATE JOHANNA COLLERAN

and

(2) DAVID NAHUM JAMES GILLERMAN AND KARIN GILLERMAN

and

(3) BARCLAYS BANK PLC

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  
**GROUND FLOOR FLAT 8 LINDFIELD GARDENS LONDON NW3 6PU**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

THIS AGREEMENT is made the 27<sup>th</sup> day of January 2017

**BETWEEN:**

- I. **KATE JOHANNA COLLERAN** of 17 Frognal London NW3 6AR (hereinafter called "the Freeholder") of the first part
- II. **DAVID NAHUM JAMES GILLERMAN AND KARIN GILLERMAN** of Flat 1 8 Lindfield Gardens London NW3 6PU (hereinafter called "the Leaseholder") of the second part
- III. **BARCLAYS BANK PLC** of 1 Churchill Place London E14 5HP (hereinafter called "the Mortgagee") of the third part
- IV. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of 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 land which includes the Property under Title Number 46715 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL957958 and NGL929920 subject to a charge of the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Freeholder and the Leaseholder shall hereinafter be called "the Owner".
- 1.4 A Planning Application for the Development of the Property was submitted to the Council by the Leaseholder and validated on 06 June 2014 and the Council resolved to grant permission conditionally under reference number 2014/3625/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL929920 and dated 17 October 2012 is willing to enter into this Agreement to give its consent to the same.

## 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 contractor architect or project manager certifying that the Development has been completed   |
| 2.4 | "Construction Management Plan"            | a plan setting out the measures that are to be adopted in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal reasonably possible impact on and disturbance to the surrounding |

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environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for

monitoring and reviewing as required  
from time to time

2.5 "the Construction Management  
Plan Implementation Support  
Contribution"

the sum of £1,140.00 (one thousand one hundred and forty 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 the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.6 "the Construction Phase"

the whole period between

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

2.7 "the Council's Considerate  
Contractor Manual"

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

2.8 "the Development"

erection pursuant to the Planning Permission of a rear ground floor and basement extension as shown on drawing numbers A E NE D002A (Proposed NE), A E NW D002A (Proposed NW , A P 00 D002 A (Proposed upper ground floor), A

P S1 D001 (Location Plan) , A E SE D002 (Proposed SE), A P B1 D002 (proposed lower ground ) , A P R1 D002 (proposed roof), A P S1 D003 (Existing site plan and section), A X AA D002 (Proposed section AA), NE D 001 (Existing NE), A E SW D 002 (Proposed SW), Structural Engineering Report (May 2014), Structural Monitoring Proposal (Sept 2014), Structural Engineering Report and Subterranean Construction Method Statement (May 2014), Groundwater Impact Assessment (Sept 2014), Design and Access Statement, Tree Report (March 2013).

29 "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 excluding for the purposes of this Agreement (whether individually or together)

- (a) site preparation and site clearing
- (b) excavation works
- (c) environmental preparatory works
- (d) the erection of any hoarding or fencing to enclose any part of the Property

and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "Occupation Date"

the date when any part of the Development is occupied but does not include occupation for the purposes of construction, decoration, fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.11 "the Parties"

mean the Council, the Owner and the Mortgagee

2.12 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 06 June 2014 for which a resolution to grant conditional planning permission has been passed conditionally under reference number 2014/3625/P subject to conclusion of this Agreement

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 by the Council for the Development substantially in the form of the draft annexed in the Second Schedule hereto

2.15 "the Property"

the land known as Flat 1, 8 Lindfield Gardens London NW3 6PU and registered with title number NGL929920 and the land known as Flat A, 8 Lindfield Gardens London NW3 6PU and registered with title number NGL 957985 the same as shown shaded grey on the plan annexed hereto in the Second Schedule



3. **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 Owner as provided herein and against any person deriving title to any part of the Property 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 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 Parties 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**

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the proper 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 forthwith take any reasonable steps required to remedy such non-compliance.

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

5.1 Written notice shall be given to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.2 Within seven days following completion of the Development it shall be certified in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2014/3625/P the date upon which the Development is scheduled to 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 reasonable requests to provide documentation within the Owner's possession for the purposes of monitoring compliance with the obligations contained herein where the Council has reason to believe there has been a breach of any of the obligations contained in this Agreement.

5.4 It is agreed declared and covenanted with the Council that the conditions restrictions and other matters mentioned herein shall be observed and performed and that there shall not be made any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further that the Council shall be indemnified for any expenses or liability arising to the Council directly caused by breach of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall;

- (i) provide through its Planning Obligations Monitoring Officer confirmation of compliance; and
- (ii) if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request shall provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by 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 the Planning Permission reference 2014/3625/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, supporting Communities, Planning and Regeneration, Town Hall London WC1H 9LP quoting the Planning Permission reference number 2014/3625/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 Leaseholder 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 Leaseholder 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 or the Mortgagee 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 subsisting breach arising 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.
- 6.9 If this Agreement is determined pursuant to clause 6.8 the Council will on the written request of the Leaseholder or Freeholder cancel all entries made in the local land charges register in respect of this Agreement,

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Property being bound by the obligations contained herein and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt the Mortgagee shall not have any liability in respect of this Agreement save if it becomes a mortgagee in possession of the Property.
- 7.2 No mortgagee shall have any liability under this Agreement unless it shall enter the Property as a mortgagee in possession in which case it too will be bound by the obligations as if it were a person deriving title from the mortgagor.

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made in this Agreement are made jointly and severally and shall be enforceable as such.

9. **INDEMNITY**

The Leaseholder shall indemnify and keep indemnified the Freeholder in respect of all claims costs liability arising from any breach or non-performance of the covenants contained in this Agreement which may arise due to an act or omission by or on behalf of the Leaseholder.

10. **RIGHTS OF THIRD PARTIES**

10.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
KATE JOHANNA COLLERAN  
in the presence of:**

) Kate Collieran  
)  
)

*Theresa*

.....  
**Witness Signature**

**Witness Name** Tamara Lester, Solicitor  
**Address** Manuel Swaden Limited  
340 West End Lane  
London NW6 1LN  
**Occupation** Tel: +44 (0) 20 7431 4999

**EXECUTED AS A DEED BY  
DAVID NAHUM JAMES GILLERMAN  
in the presence of:**

)  
)  
)

.....  
**Witness Signature**

**Witness Name**

**Address**

**Occupation**

**EXECUTED AS A DEED BY  
KARIN GILLERMAN  
in the presence of:**

)  
)  
)

.....  
**Witness Signature**

10. **RIGHTS OF THIRD PARTIES**

10.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
KATE JOHANNA COLLERAN  
in the presence of:**

)  
)  
)

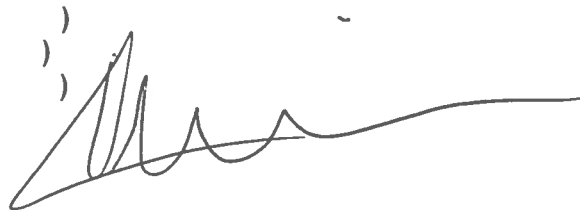
.....  
**Witness Signature**

**Witness Name**

**Address**

**Occupation**

**EXECUTED AS A DEED BY  
DAVID NAHUM JAMES GILLERMAN  
in the presence of:**

)  
)  
)  


  
.....  
**Witness Signature**

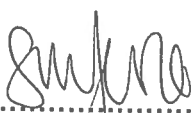
**Witness Name** STEPHANIE JEANS

**Address** 70 CHELSEA ROAD  
LONDON SW4 6NP

**Occupation** EXECUTIVE ASSISTANT

**EXECUTED AS A DEED BY  
KARIN GILLERMAN  
in the presence of:**

)  
)  
)  


  
.....  
**Witness Signature**

**Witness Name** STEPHANIE JEANS

**Address** 70 CHELSEA ROAD  
LONDON SW4 6NP

**Occupation** EXECUTIVE ASSISTANT

EXECUTED as a Deed )  
By BARCLAYS BANK PLC )  
By )  
in the presence of:- )

.....

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

..... R. Alexander

Authorised Signatory





Witness Name

Address

Occupation

EXECUTED as a Deed  
By BARCLAYS BANK PLC  
By  
in the presence of:-

*XGawronski* LYNN GAUNTLET

BARCLAYS BANK PLC  
BARCLAYS HOUSE  
VICTORIA STREET  
DOUGLAS, IOM  
IM99 1AJ

*[Signature]*  
ALISON HARVEY

DULY AUTHORISED  
BANK ATTORNEY

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

*R. Alexander*

Authorised Signatory



**THE SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

**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**

**THE SECOND SCHEDULE**  
**Draft Planning Permission**

# Ground Floor Flat 8 Lindfield Gardens London NW3 6PU



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Collins & Coward  
The Courtyard  
9A East Street  
Coggeshall  
Essex  
UK  
CO6 1SH

Application Ref: **2014/3625/P**

20 December 2016

Dear Sir/Madam

**DRAFT**  
**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:

**Ground Floor Flat  
8 Lindfield Gardens  
London  
NW3 6PU**

Proposal:

**DECISION**  
The erection of a rear ground floor and basement extension.

Drawing Nos: A E NE D002A (Proposed NE), A E NW D002A (Proposed NW), A P 00 D002 A (Proposed upper ground floor), A P S1 D001 (Location Plan), A E SE D002 (Proposed SE), A P B1 D002 (proposed lower ground), A P R1 D002 (proposed roof), A P S1 D003 (Existing site plan and section), A X AA D002 (Proposed section AA), NE D 001 (Existing NE), A E SW D 002 (Proposed SW), Structural Engineering Report (May 2014), Structural Monitoring Proposal (Sept 2014), Structural Engineering Report and Subterranean Construction Method Statement (May 2014), Groundwater Impact Assessment (Sept 2014), Design and Access Statement, Tree Report (March 2013).

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: A E NE D002A (Proposed NE), A E NW D002A (Proposed NW), A P 00 D002 A (Proposed upper ground floor), A P S1 D001 (Location Plan), A E SE D002 (Proposed SE), A P B1 D002 (proposed lower ground), A P R1 D002 (proposed roof), A P S1 D003 (Existing site plan and section), A X AA D002 (Proposed section AA), NE D 001 (Existing NE), A E SW D 002 (Proposed SW), Structural Engineering Report (May 2014), Structural Monitoring Proposal (Sept 2014), Structural Engineering Report and Subterranean Construction Method Statement (May 2014), Groundwater Impact Assessment (Sept 2014), Design and Access Statement, Tree Report (March 2013).

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 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.

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to commencement of development of the ground floor extension, a plan showing details of a green roof 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 in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details and thereafter 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 CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Replacement tree planting shall be carried out in accordance with the approved Site Specific Arboricultural Survey, Impact & Method Statement dated 26/3/13 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 local planning authority gives written consent to any variation.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The hereby approved flat roof shall not be used as a terrace or seating out area unless otherwise approved in writing by the local planning authority.

Reason: In order to prevent overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 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 Noise and Licensing Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

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

**DECISION**



DATED 27<sup>TH</sup> JANUARY 2017

(1) KATE JOHANNA COLLERAN

and

(2) DAVID NAHUM JAMES GILLERMAN AND KARIN GILLERMAN

and

(3) BARCLAYS BANK PLC

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(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  
**GROUND FLOOR FLAT 8 LINDFIELD GARDENS LONDON NW3 6PU**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Borough Solicitor  
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Tel: 020 7974 5680  
Fax: 020 7974 1920