

DATED

*7<sup>th</sup> March*

2017

**(1) BERNARD MAURICE HOWARD**

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

**37 & 39 RUDALL CRESCENT, LONDON, NW3 1RR**

**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 5826  
Fax: 020 7974 1920

CLS/COM/PM/1800.75

FINAL 21.02.17



THIS AGREEMENT is made the 7<sup>th</sup> day of March 2017

**BETWEEN:**

1. **BERNARD MAURICE HOWARD** of 37 & 39 Rudall Crescent, London, NW3 1RR (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 LN171146, NGL923209, NGL923211 and LN166736.
- 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 4 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/4897/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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 Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.4 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.5 "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
- 2.6 "the Development" Identical external works to adjacent properties to include conversion of garages to provide additional habitable accommodation, erection single storey rear extensions, rear dormers, replacement of existing timber framed windows with aluminium, insertion of rear rooflights, erection of new front boundary walls to match existing and alterations to the front elevations as

shown on 1083.00.01; 1083.01.01(F);  
1083.01.02(C); 1083.01.03(C); 1083.01.04(B);  
1083.02.01(B); 1083.02.02(A);1083.03.02(B);  
1083.03.03(B); 1083.01.22(I); 1083.01.23(J);  
1083.01.24(K); 1083.01.25(H); 1083.02.21(D);  
1083.02.22(D); 1083.03.12(E); 1083.03.13(H);  
FGD133 FDS1; FGD133 FPP1 R1; FGD133  
PP1; 221019-PD-11a; Design and Access  
Statement Rev00.

2.7 "the Highways  
Contribution"

the sum of £3,763.89 (three thousand seven hundred and sixty three pounds and eighty nine pence) 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 in the vicinity of the Property such works to include the following ("the Highways Works):-

- (i) reinstatement of Public Highway and repaving of crossover;
- (ii) any other works required as a direct result of the development including such works as considered necessary by Council

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

- 2.8 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.9 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.10 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.11 "the Parties" mean the Council and the Owner
- 2.12 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 4 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4897/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 Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

WEBB ARCHITECTS LIMITED  
Studio B  
7 Wellington Road  
London  
NW10 5LJ  
United KingdomApplication Ref: **2016/4897/P**

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:  
**37 & 39 Rudall Crescent**  
**London**  
**NW3 1RR**

## Proposal:

**DECISION**

Identical external works to adjacent properties to include conversion of garages to provide additional habitable accommodation, erection single storey rear extensions, rear dormers, replacement of existing timber framed windows with aluminium, insertion of rear rooflights, erection of new front boundary walls to match existing and alterations to the front elevations.

Drawing Nos: 1083.00.01; 1083.01.01(F); 1083.01.02(C); 1083.01.03(C); 1083.01.04(B); 1083.02.01(B); 1083.02.02(A); 1083.03.02(B); 1083.03.03(B); 1083.01.22(I); 1083.01.23(J); 1083.01.24(K); 1083.01.25(H); 1083.02.21(D); 1083.02.22(D); 1083.03.12(E); 1083.03.13(H); FGD133 FDS1; FGD133 FPP1 R1; FGD133 PP1; 221019-PD-11a; Design and Access Statement Rev00.

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.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 1083.00.01; 1083.01.01(F); 1083.01.02(C); 1083.01.03(C); 1083.01.04(B); 1083.02.01(B); 1083.02.02(A); 1083.03.02(B); 1083.03.03(B); 1083.01.22(I); 1083.01.23(J); 1083.01.24(K); 1083.01.25(H); 1083.02.21(D); 1083.02.22(D); 1083.03.12(E); 1083.03.13(H); FGD133 FDS1; FGD133 FPP1 R1; FGD133 PP1; 221019-PD-11a; Design and Access Statement Rev00.

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of the external doors and gates on the front elevation;

b) Sample panel of replacement front boundary wall brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be erected on site.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of



Camden Local Development Framework Development Policies.

- 5 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 local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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 policy CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 6 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to the commencement of any works on site, evidence in the form of a report and photographs demonstrating that tree protection measures have been implemented in accordance with the approved details within Arboricultural Report 221019-PD-11a, by Tim Moya Associates, dated October 2012, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the Council may be 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 policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 8 The approved cycle storage facilities shall be implemented in accordance with the details hereby approved, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 9 The flat roof external areas, hereby approved as part of the ground floor rear extensions, shall not be used as roof terraces and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise disturbance of the neighbouring premises in accordance with the requirement of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

This application seeks to combine previously approved permissions at the two dwellings with the omission of the basements approved under application reference 2013/0824/P.

It should be noted that the original permission which approved the development of the properties in the 1970s was subject to a condition which removed permitted development rights.

Conversion of the garages into habitable accommodation

It is proposed to remove the existing integral garages to both dwellinghouses, as well as the potential for vehicles to park on the driveways. The removal of off-street parking is generally supported in line with paragraph 19.14 and policy DP19 of the LDF. In addition secure cycle parking is provided in the front garden. The design of the cycle parking is considered appropriate (covered and secure).

The removal of the garages and driveways will also result in the crossovers in front of the properties becoming redundant. As such, highways works to be secured via S106 Legal Agreement will remove these crossovers, which in-turn will enable residents parking bays outside the properties to be re-configured to provide additional on-street parking within the controlled parking zone. Future occupiers will be able to apply for on-street parking permits; it is not possible to seek to secure the development as 'car-free' (thereby restricting access to on-street permits) as the public transport accessibility level (PTAL) for the site is 3 (moderate). In line with CPG7, car-free can only be secured where the PTAL level is 4 (good) and above. As such, the removal of the garages and driveways will not cause difficulties for existing or future occupiers.

In addition to removing the vehicular crossovers adjacent to the site and the potential to reconfigure the on-street parking bays, as detailed above, a highways contribution will also be sought to repave the footway outside of the site. Given the level and nature of construction works, repaving the footways will ensure that any damage caused during construction is remedied. The applicant has indicated a willingness to enter into this via S106 Legal Agreement.

#### Erection of rear extensions

The proposed rear extensions, although full width, are relatively modest in scale measuring a little over 1m deep and would have a negligible impact on the neighbouring occupiers at nos. 35 and 41. The extensions are single storey and lightweight in design (glazed with aluminium framed sliding doors), in order to appear subordinate to the host buildings. The proposed works are considered to preserve the character and appearance of the host buildings and wider conservation area. In addition, the properties would retain suitably sized rear gardens.

#### Erection of rear dormers

An appeal was recently allowed and planning permission granted for the erection of a dormer extension on the rear roof slope of each property (appeal ref: APP/X5210/W/16/3149742). The inspector concluded that the principle of the roof additions was acceptable because there was no strong sense of uniformity in the roof form and appearance of the terrace. The design, scale and appearance of the dormers were also judged to be appropriate.

The applicant is now seeking to position the dormers centrally. It is also proposed to reduce the size of the dormer granted at no. 39 to match that approved at no. 37 which would help to reunite the rear roof slopes. Given the recent appeal decision and minor nature of the proposed change, this aspect of the proposal should be supported. Furthermore, the dormers are not considered to result in overlooking or loss of light and are thus considered acceptable in terms of their impact on neighbouring amenity.

#### 2 Insertion of windows and rooflights

Permission was previously granted for the replacement of the existing timber framed single glazed windows with double glazed aluminium windows (application no. 2015/6896/P dated 02/03/16), as aluminium was judged to be appropriate to the design of the house and consistent with the neighbouring properties.

The enlarged windows would not increase overlooking as the buildings to the rear are over 24m away and the majority of the window increase would be below cill height. Furthermore, the enlarged openings would allow for greater levels of sunlight/daylight within the host building.

The rooflights in the rear roofslope would not be visible from the public realm and would have no impact on the amenity of any adjoining occupiers as they do not increase overlooking.

#### Dismantling and re-building front walls and gates

Permission is sought to re-build the front boundary walls as existing and replace the existing front gates. The proposed boundary treatment would match the

existing front walls and others nearby and are considered appropriate in terms of their scale, design and choice of materials.

#### Alterations to the front facades

The alterations to the front façades largely concern the ground floor levels. The existing windows on the east end of each property would be retained and upgraded, the existing central entrances would be reconfigured to form windows, whilst the existing garage doors would form timber clad entrance doors. At first floor level the timber cladding, windows and fascia boards would be redecorated to match the neighbouring properties. The proposed alterations are considered to have been sensitively designed and would preserve the character and appearance of the host properties and neighbouring dwellings.

#### Access ramps

The proposed ramped entrances would provide step free access into the dwellings. The ramps are considered suitable for their intended purpose and would be largely concealed behind the front boundary wall and gates.

To conclude, one objection was received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Considerable importance and weight has been attached to the harm and 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.

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework.

- 3 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).
- 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 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 Compliance and Enforcement team [Regulatory Services], 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

**DRAFT**

**DECISION**



*P. Alexander*

2016/4897/P - 37 & 39 RUDALL CRESCENT,  
LONDON, NW3 1RR



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- 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 37 & 39 Rudall Crescent London NW3 1RR the same as shown shaded grey on the plan annexed hereto
- 2.16 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

**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**

##### 4.1 **HIGHWAYS WORKS**

4.1.1 On or prior to the Implementation Date to:-

- (a) pay to the Council the Highways Contribution in full; and
- (b) submit to the Council the Level Plans for approval.

4.1.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (a) received the Highways Contribution in full; and
- (b) approved the Level Plans as demonstrated by written notice to that effect.

4.1.3 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.

4.1.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.1.5 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.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/4897/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) 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 the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2016/4897/P.

5.7 Payment of the financial 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 Planning Reference 2016/4897/P or by Electronic Transfer directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account No. 24299480 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.

5.8 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.

5.9 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

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

5.10 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, 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 2016/4897/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with the Council's monitoring fees 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. Once all of the provisions of this Agreement have been satisfied, the Council will within 14 days of request, provide written consent to the removal of the entry from 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 the 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.

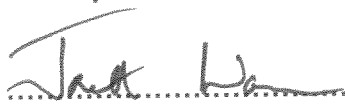
7. **RIGHTS OF THIRD PARTIES**

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

EXECUTED AS A DEED BY  
BERNARD MAURICE HOWARD  
in the presence of:

)  
)  
)  
B M

  
.....  
Witness Signature

Witness Name: JONATHAN WAXMAN

Address: 33 LITCHFIELD WAY LONDON NW11 6NS

Occupation: WING FARM DIRECTOR

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

*R. Alexander*

.....  
Authorised Signatory









DATED *7<sup>th</sup> March* 2017

(1) BERNARD MAURICE HOWARD

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

**37 & 39 RUDALL CRESCENT, LONDON, NW3 1RR**

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980