

DATED 10 July

2017

(1) MARTIN DAVIS and CELIA ABERY

and

(2) SOUNDNET LIMITED

and

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

**A G R E E M E N T**  
relating to land known as  
**4 GREENLAND PLACE LONDON NW1 0AP**  
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

1800.36



THIS AGREEMENT is made the 10<sup>th</sup> day of July 2017

**BETWEEN:**

1. **MARTIN DAVIS** of 23 Mountview Close, London NW11 7HG and **CELIA ABERY** of 112 Woodfield Way, London N11 2NT (hereinafter both called "the Owner") of the first part

2. **SOUNDNET LIMITED** (Co Regn No 04108050) of ~~21 St Thomas Street, Bristol BS1 6JS~~ (hereinafter called "the Interested Party") of second part

*per chs 17*  
*4 Greenland Place, London NW1 0AP*

3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL557359 and is interested in the Property for the purposes of Section 106 of the Act.

1.2 Soundnet Limited is registered as the beneficiary of a unilateral notice in respect of an agreement for lease dated 9 June 2014 in the Charges Register of title number NGL557359 in respect of the Property.

1.3 The Owner and the Interested Party shall hereinafter together be referred to as the Owner.

1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 28 July 2016 and the Council resolved to grant permission conditionally under reference number 2016/4198/P subject to the 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.

1.5 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 architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Schedule hereto to ensure 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 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 or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iii) amelioration and monitoring 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

and for the avoidance of doubt includes the demolition of the existing buildings

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 of roof level extension with roof terrace in front elevation to create additional commercial space (Class B1) as shown on drawing numbers GREp4\_ex 001 A; GREp4\_ex 002 A; GREp4\_ex

100 A; GREp4\_ex 101 A; GREp4\_ex 102 A; GREp4\_ex 103 A; GREp4\_ex 200 A; GREp4\_ex 201 A; GREp4\_ex 300 A; GREp4\_ex 301 A; GREp4\_ex 100 Rev D; GREp4\_pl 103 Rev B; GREp4\_ga 104 Rev B; GREp4\_GA 200 Rev C; GREp4\_GA 201 Rev C; GREp4\_GA 300 Rev F; GREp4\_GA 301 Rev F; GREp4\_SK 012; GREp4\_SK 013; GREp4\_SK 014; GREp4\_SK 015; GREp4\_SK 016

- 2.9 "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
- 2.10 "Occupation Date" the 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 28 July 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4198/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 for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as 4 Greenland Place London NW1 0AP the same as shown shaded grey on the plan annexed hereto

**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.

#### 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 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 steps required to remedy such non-compliance.

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 2016/4198/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, Supporting Communities, Planning and Regeneration, Town Hall, Judd Street

London WC1H 9LP quoting the planning reference number 2016/4198/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.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. JOINT AND SEVERAL LIABILITY


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

8. RIGHTS OF THIRD PARTIES

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
MARTIN DAVIS  
in the presence of:

)  
)   
)

.....  
Witness Signature 

Witness Name: JOHN KOLB

Address: 19 WOODLEY RD  
WARE SG12 7HR

Occupation: OFFICE MANAGER.

EXECUTED AS A DEED BY  
CELIA ABERY  
in the presence of:

)  
)   
)

.....  
Witness Signature 


Witness Name: JOHN KOLB

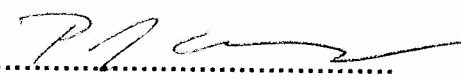
Address: 19 WOODLEY RD  
WARE SG12 7HR

Occupation: OFFICE MANAGER

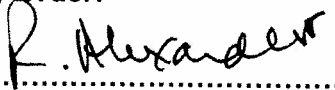
CONTINUATION OF AGREEMENT IN RELATION TO 4 GREENLAND PLACE

EXECUTED AS A DEED BY )  
SOUNDNET LIMITED )  
in the presence of: )  
acting by a Director and its Secretary )  
or by two Directors )

  
.....  
Director *ALAN NEWHAM*

  
.....  
Director/Secretary *PATRICK C BANN*

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

  
.....  
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.

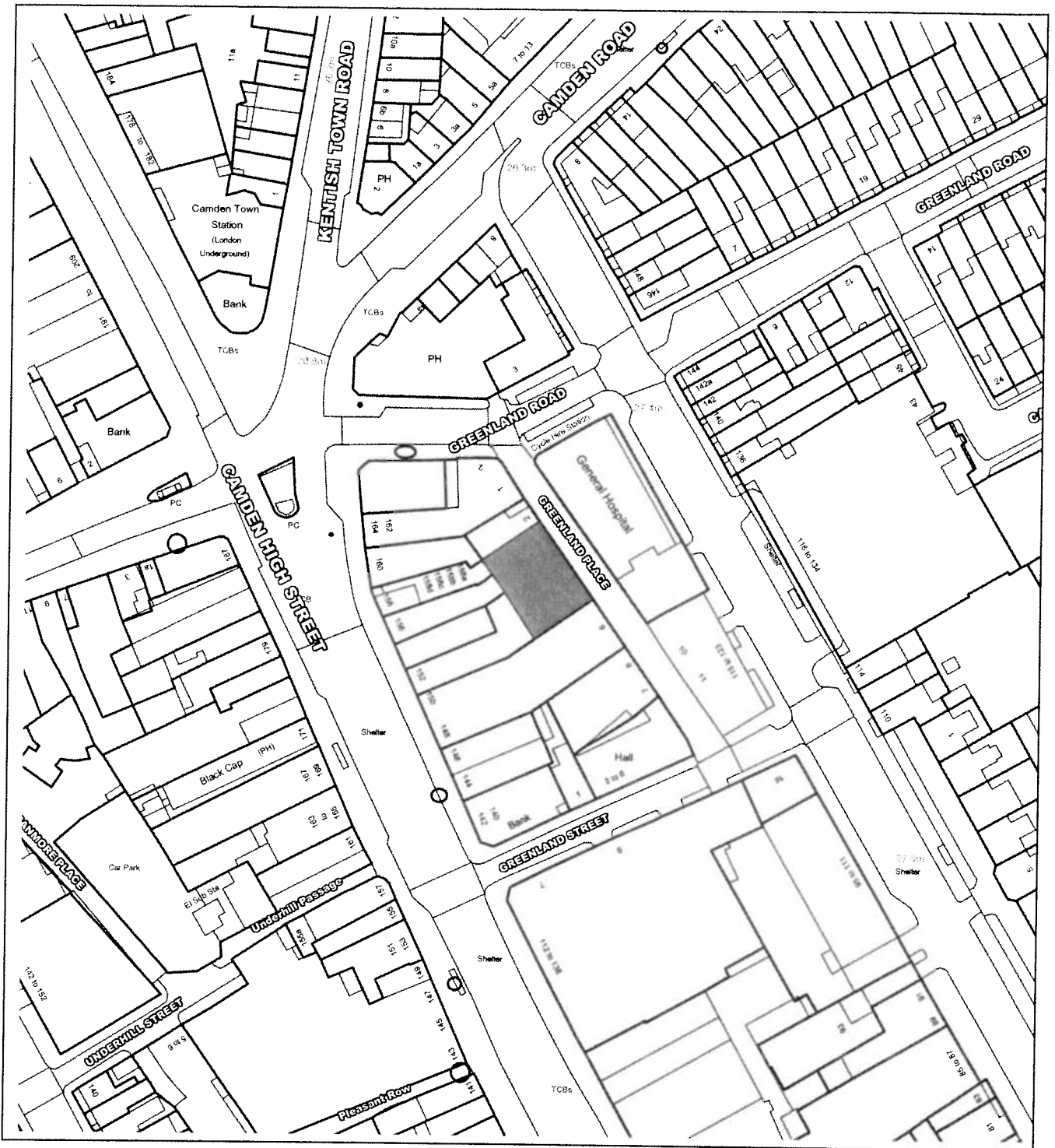
The pro-forma Construction Management Plan can be found on the Council's website at:-

<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**

4 Greenland Place London NW1 0AP



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Douglas and King Architects  
Back Building 148-150 Curtain Road  
London  
EC2A 3AR  
United Kingdom

Application Ref: **2016/4198/P**

09 June 2017

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:  
**4 Greenland Place**  
London  
**NW1 0AP**

**DECISION**  
Proposal:

Erection of roof level extension with roof terrace in front elevation to create additional commercial space (Class B1).

Drawing Nos: GREp4\_ex 001 A; GREp4\_ex 002 A; GREp4\_ex 100 A; GREp4\_ex 101 A; GREp4\_ex 102 A; GREp4\_ex 103 A; GREp4\_ex 200 A; GREp4\_ex 201 A; GREp4\_ex 300 A; GREp4\_ex 301 A; GREp4\_ex 100 Rev D; GREp4\_pl 103 Rev B; GREp4\_ga 104 Rev B; GREp4\_GA 200 Rev C; GREp4\_GA 201 Rev C; GREp4\_GA 300 Rev F; GREp4\_GA 301 Rev F; GREp4\_SK 012; GREp4\_SK 013; GREp4\_SK 014; GREp4\_SK 015; GREp4\_SK 016.

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 approved under this permission.

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:

GREp4\_ex 001 A; GREp4\_ex 002 A; GREp4\_ex 100 A; GREp4\_ex 101 A; GREp4\_ex 102 A; GREp4\_ex 103 A; GREp4\_ex 200 A; GREp4\_ex 201 A; GREp4\_ex 300 A; GREp4\_ex 301 A; GREp4\_ex 100 Rev D; GREp4\_pl 103 Rev B; GREp4\_ga 104 Rev B; GREp4\_GA 200 Rev C; GREp4\_GA 201 Rev C; GREp4\_GA 300 Rev F; GREp4\_GA 301 Rev F; GREp4\_SK 012; GREp4\_SK 013; GREp4\_SK 014; GREp4\_SK 015; GREp4\_SK 016.

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) Manufacturer's specification details of and sections 1:20 of the balustrade on the front parapet wall to be submitted to the Local Planning Authority.

b) Detailed drawings 1:20 of the junctions around the picture frame window where it meets the pre-weathered steel and parapet, on the front elevation, to be submitted to the Local Planning Authority.

c) Detailed drawings 1:20 of the parapet of the roof extension where the pre-weathered steel meets the roof, to be submitted to the Local Planning Authority.

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 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.

Informative(s):

1 Reasons for granting permission:

The proposed 4th floor roof extension would provide additional office space with an area of 149sqm.

The height of the extension respects the horizontal hierarchy of the adjoining buildings which drops down from south to north, with the adjoining building at no 6 sitting higher than the application site and the one at no 4 lower. The roof extension is considered to appear as a subordinate addition to the host building.

The proposed extension would be set back from the building's front boundary by approximately 1.4m, reducing its impact on the streetscene. The picture window element of the proposed extension reflects the distinct nature of the elements below and is consistent with the design of the neighbouring building at no 6. The windows at the rear have been refined in relation to the ones below, creating a more proportionate rear elevation.

The exterior of the proposed extension would be made of 1250mm x 2000mm Corten panels with a seamless connection. The proposed windows would be Schuco AWS 70 Double glazed Traffic Black RAL 9017, which would enhance the overall appearance of the extension.

The proposed scheme would provide two vertical cycle Sheffield bike stands at the ground floor level which is considered acceptable in transport terms. Due to the scale of the proposal and its location a Construction Management Plan (CMP) is considered necessary to manage the impacts of the development.

Due to its location, position, size and height the proposed scheme is not considered to cause significant harm to the adjoining neighbouring properties.

The proposed extension at the roof level is considered to be of high quality design, with a modern feeling and is considered to nicely complement the host dwelling, the neighbouring properties and Camden Town Conservation Area. 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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

A comment from Camden Town CAAC has been received which is dully addressed in the consultation summary. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 and CS14 and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP24, DP25 and DP26. The proposed development also accord with London Plan 2016 and National Planning Policy Framework 2012.

- 2 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).
- 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 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.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the Construction Management Plan of 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.
- 5 You are advised that a Construction Management Plan (CMP) is to be secured via S106 Legal Agreement. This document should follow the Council's CMP pro-forma (available online <https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>) and must be submitted to and approved by the Council before any works can commence on site.

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

Executive Director Supporting Communities

**DRAFT**

**DECISION**





DATED

10 July

2017

**(1) MARTIN DAVIS and CELIA ABERY**

and

**(2) SOUNDNET LIMITED**

and

**(3) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**

relating to land known as

**4 GREENLAND PLACE LONDON NW1 0AP**

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

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