

DATED 2 August 2017

(1) BREINBRIDGE LIMITED

and

(2) BENJAMIN JEROME KATOVSKY and ABIGAIL JESSICA MYERS

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  
FLAT 1, 11 GLENILLA ROAD, LONDON NW3 4AJ  
pursuant to  
Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011  
and  
Section 278 of the Highways Act 1980

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 2<sup>nd</sup> day of August 2017

**BETWEEN:**

1. **BRENINBRIDGE LIMITED** (Co. Regn. No. 01332770) of 11 Glenilla Road London NW3 4AJ (hereinafter called "the Freeholder") of the first part
2. **BENJAMIN JEROME KATOVSKY and ABIGAIL JESSICA MYERS** of Flat 1, 11 Glenilla Road, London NW3 4AJ (hereinafter called "the Leaseholder") of second part
3. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN (hereinafter called "the Mortgagee") of the third part
4. **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 the Property under Title Number LN189247 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 NGL341183 subject to a charge to 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 herein after 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 11 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5528/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 and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL341183 and dated 23 July 2010 respectively 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 | "Basement Approval in Principle Application" | an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the |

interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter

2.4 "Basement Approval in Principle

Contribution"

the sum of £1800.00 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application

2.5 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "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 from the demolition of the Existing Buildings 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

2.7 "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

2.8 "the Construction Phase"

the whole period between

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

2.9 "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

2.10 "the Development"

excavation to enlarge existing basement including installation of front & rear lightwells and extension to existing part width ground floor rear projection with revised fenestration as shown on drawing numbers:- Design, Access & Heritage Statement, OS map, B-EE001 Issue A, B-EP001 Issue A, B-EP002 Issue A, B-ES001 Issue A, B-

ES002 Issue A, B-PE001 Issue A, B-PP001 Issue A, B-PP002 Issue A, B-PS001 Issue A, B-EP001 Issue A, B-PS002 Issue A, 150213-P-12 Rev a, 150213-P-12, Arboricultural Report 150213-PD-11, Fastrack Geotechnical Survey Report 9984 June 2016, Basement Impact Assessment August 2016 and Ingeal LB Camden Basement Impact Assessment 16120 March 2017

2.11 "the Highways Contribution"

the sum of £4,052.31 (four thousand and fifty two pounds and thirty one 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"):-

- (a) repaving the footway adjacent to the site;
- (b) any other works the Council acting reasonably requires as a direct result of the Development

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

2.12 "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

2.13 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.14 "Occupation Date"

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

2.15 "the Parties"

mean the Council the Owner and the Mortgagee

2.16 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 11 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5528/P subject to conclusion of this Agreement

2.17 "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

2.18 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.19 "the Property" the land known as Flat 1, 11 Glenilla Road London NW3 4AJ the same as shown shaded grey on the plan annexed hereto
- 2.20 "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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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 BASEMENT APPROVAL IN PRINCIPLE

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

##### 4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 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.

4.2.2 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.

4.2.3 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.

4.2.4 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.

### **4.3 HIGHWAYS**

4.3.1 On or prior to the Implementation Date to:-

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

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

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

4.3.3 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.

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

4.3.5 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.

4.3.6 If the Certified Sum is less than the Highway Contribution then the council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2016/5528/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.

- 5.5 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 the Planning Permission reference 2016/5528/P.
- 5.6 Payment of the Basement Approval in Principle Contribution, Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/5528/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.7 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.
- 5.8 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

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

5.9 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AG quoting the planning reference number 2016/5528/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 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 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. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

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



9. RIGHTS OF THIRD PARTIES

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

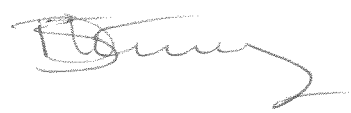
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written


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

  
.....  
Director

  
.....  
Director/Secretary

EXECUTED AS A DEED BY )  
BENJAMIN JEROME KATOVSKY )  
in the presence of: )



  
.....  
Witness Signature

Witness Name: ~~Mr~~ ANDREW STOKTON  
Address: 35A WATHLAND ROAD, RHIFAB  
Occupation: SOFTWARE CONSULTANT

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO FLAT 1, 11 GLENILLA ROAD, LONDON  
NW3 4AJ

EXECUTED AS A DEED BY  
ABIGAIL JESSICA MYERS  
in the presence of:

)  
)  
) *Abigail Myers*

*ASR*

.....  
Witness Signature

Witness Name: ANDREW STOKTON

Address: 35A HATCHWAYS ROAD, RH16 8B

Occupation: SOFTWARE CONSULTANT

EXECUTED AS A DEED BY  
BARCLAYS BANK PLC  
By  
in the presence of:-

Signed )  
) on behalf of BARCLAYS BANK PLC by  
) *Stephen Hall* )  
as Clerk )  
) Solicitor under a Power of Attorney  
dated 08.05.2017 in the presence of  
Witness

*Thomas Miller*  
*TL*

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

.....  
*R. Alexander*  
Authorised Signatory



Matthew James Timmins, Team Leader  
Rachel Sarah Jane Fishwick, Team Leader  
Zishaan Siddique, Customer Agent

Each of Barclays Bank PLC, PO Box 187, Leeds, LS11 1AN as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company.

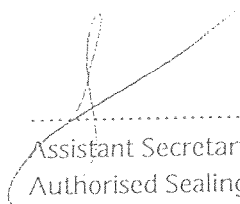
Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 9 May 2016.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:

  
Assistant Secretary  
Authorised Sealing Officer  
BARCLAYS BANK PLC



I certify this to be a true and complete copy of the original

  
For Barclays Bank PLC  
Manager

Date 27/07/2017

By this POWER OF ATTORNEY made by deed on 8 May 2017, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Rosemary Bradley, Senior Customer Agent  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Debra Withington, Customer Agent  
Laura Ann Hewitt, Customer Agent  
Aumit Rasool, Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Kelly, Customer Agent  
Patricia Dawson, Customer Agent  
Kelly Lee Tose, Operations Manager  
Samantha Hall, Customer Agent  
Vincenzo Nicoletti, Customer Agent  
Ferhana Patel, Customer Agent  
Charlotte Ann Hannick, Customer Agent  
Michelle Victoria Phillips, Customer Agent  
Donna Samantha Adamson, Senior Customer Agent  
Trevor David Richardson, Collections Senior Agent  
Andrew Arthur Carter, Customer Agent  
Martin Phillip, Team Leader  
Faye Lamymann, Customer Agent  
Joanne Bowling, Customer Agent  
Anita Jane Artle, Customer Agent  
Stephen Hall, Senior Customer Agent  
Samantha Louise Hope, Customer Agent  
Steven Anthony Redfern, Collections Senior Agent  
Richard Tattersall, Operations Manager  
Kevin Daniel Blakelock, Operations Manager  
Tracey Riley, Customer Agent  
Asib Gulzar, Customer Agent  
Debra Finn, Customer Agent  
Diane Baxter, Operations Manager  
Geraldine Cavaghan, Operations Manager  
Ben David Erwin-Senior Operations Manager  
Rebecca Naylor, Mortgage Underwriter  
Deborah Hocker, Operations Manager  
Stacey Louise Markham-Smith, Customer Agent  
Burhaan Darr, Customer Agent  
Jacqueline Melita Cardiss, Customer Agent  
Nicholas John Salter, Team Leader  
Angela Joyce Nathaniel, Customer Agent

**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**



Stephens Hall  
as duly appointed Attorney Under a Power of Attorney  
dated 08.05.2017 in the presence of  
Witness [Signature] [Signature]

13 Glenilla Road London NW3 4AJ



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strange associates  
14 Uplands Road  
London  
N8 9NL  
United Kingdom

Application Ref: **2016/5528/P**

13 July 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:

**Flat 1  
11 Glenilla Road  
London  
NW3 4AJ**

Proposal:

**DECISION**  
Excavation to enlarge existing basement including installation of front & rear lightwells and extension to existing part width ground floor rear projection with revised fenestration.

Drawing Nos: Design, Access & Heritage Statement, OS map, B-EE001 Issue A, B-EP001 Issue A, B-EP002 Issue A, B-ES001 Issue A, B-ES002 Issue A, B-PE001 Issue A, B-PP001 Issue A, B-PP002 Issue A, B-PS001 Issue A, B-EP001 Issue A, B-PS002 Issue A, 150213-P-12 Rev a, 150213-P-12, Arboricultural Report 150213-PD-11, Fastrack Geotechnical Survey Report 9984 June 2016, Basement Impact Assessment August 2016 and Ing ealtoir LB Camden Basement Impact Assessment 16120 March 2017.

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 policies 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:

Design, Access & Heritage Statement, OS map, B-EE001 Issue A, B-EP001 Issue A, B-EP002 Issue A, B-ES001 Issue A, B-ES002 Issue A, B-PE001 Issue A, B-PP001 Issue A, B-PP002 Issue A, B-PS001 Issue A, B-EP001 Issue A, B-PS002 Issue A, 150213-P-12 Rev a, 150213-P-12, Arboricultural Report 150213-PD-11, Fastrack Geotechnical Survey Report 9984 June 2016, Basement Impact Assessment August 2016 and Ingeal LB Camden Basement Impact Assessment 16120 March 2017.

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

- 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 Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 5 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work) and the submitted Tree Survey, Tree Protection Plan and Tree Report.

Reason: To ensure the preservation of the amenity value and health of the tree(s).

Informative(s):

- 1 Reasons for granting permission:

The proposed basement extension shall include a front lightwell with a metal grill over the top in the front garden area of the property which is screened from the street by the front boundary treatment. The basement extension is a modest addition to the existing footprint, would not extend beyond the existing footprint of the property and the Basement Impact Assessment has been externally audited with no concerns being raised. The permission will be subject to an 'Approval in Principle' report and associated monitoring fee.

The development is considered acceptable in terms of design, retaining the traditional fenestration details in the front elevation and the brickwork in the rear elevation. The development is not considered harmful to the conservation area given the external basement manifestation shall be screened from the street by the boundary treatment. The rear extension shall be a subordinate addition retaining the original character of the property.

The proposed basement is not considered harmful to neighbours amenity given the additional floorspace is underground and no loss of light or overlooking would occur. The rear extension is only a very small increase to the side of the existing projecting element and would not affect neighbouring properties.

A site noticed was displayed at the site and a press notice was advertised. No objections were received in relation to the development and the site history has been taken into account in assessing the proposal.

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

Press and site notices were displayed. No objections have been received prior to making this decision. The site's planning history was taken into account in coming to this decision.

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, policies DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies and policies A1, D1 and D2 of the London Borough of Camden Draft Local Plan Submission Draft 2016. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework.

- 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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

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**





DATED

2 August

2017

(1) BREINBRIDGE LIMITED

and

(2) BENJAMIN JEROME KATOVSKY and ABIGAIL JESSICA MYERS

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

FLAT 1, 11 GLENILLA ROAD, LONDON NW3 4AJ

pursuant to

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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