

DATED *25th September* 2017

(1) THOMAS LEONARD SCHNEIDER and CHARLOTTE CATHARINA ABBISS

and

(2) BARCLAYS BANK PLC

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

158 IVERSON ROAD, LONDON, NW6 2HH

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

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

Tel: 020 7974 3070

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CLS/COM/NS/1800.346

FINAL

THIS AGREEMENT is made the 26th day of September 2017

B E T W E E N:

- A. **THOMAS LEONARD SCHNEIDER and CHARLOTTE CATHARINA ABBISS** of 158 Iverson Road, London NW6 2HH (hereinafter called "the Owner") of the first part
- B. **BARCLAYS BANK plc** of Co. Regn. No. 1026167 of P.O. Box 187 Leeds LS11 1AN (hereinafter called "the Mortgagee") of the second part
- C. **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 374586 subject to a charge to the Mortgagee.
- 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 31 March 2017 and the Council resolved to grant permission conditionally under reference number 2017/1859/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and 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 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.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 374586 and dated 24 June 2016 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	conversion of single family dwelling house into 2 x 4 bed flats as shown on drawing numbers:- 02.100; 08.100; 08.208; 08.204.
2.4	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.5	"the Nominated Unit"	Flat A, 158 Iverson Road, London NW6 2HH forming part of the Development the same as shown on the drawing number 08.320 attached hereto
2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council the Owner and the Mortgagee
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 3 March 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/1859/P subject to conclusion of this Agreement
2.9	"Planning Obligations"	a planning officer of the Council from time to time allocated

	Monitoring Officer"	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
2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as 158 Iverson Road, London NW6 2HH the same as shown shaded grey on the plan annexed hereto
2.12	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.13	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 Not to Occupy or use (or permit the Occupation or use of) the Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

4.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 and 4.2 of this Agreement.

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

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

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 2017/1859/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

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

of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/1859/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 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. **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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
THOMAS LEONARD SCHNEIDER
in the presence of:

) T. Schneider

[Handwritten signature of Richard Connolly]

Witness Signature

Witness Name:

Richard Connolly

Address:

114 High St, Hastings

Occupation:

Sales Director

EXECUTED AS A DEED BY
CHARLOTTE CATHARINA ABBISS
in the presence of:

) *[Handwritten signature]*

[Handwritten signature of Richard Connolly]

Witness Signature

Witness Name:

Richard Connolly

Address:

114 High St, Hastings

Occupation:

Sales Director

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

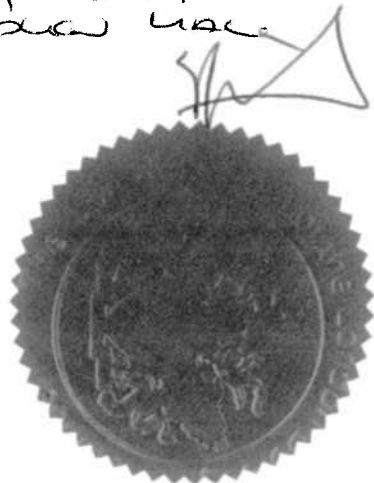
)
Signed for and on behalf of BARCLAYS PLC by
[Handwritten signature]
as duty appointed Attorney under a *[Handwritten signature]* Torney
dated *8.1.14* in the presence of
Witness *[Handwritten signature]*

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
Zishuan Siddique, Customer Agent

Each of Barclays Bank PLC, PO Box 182, 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.

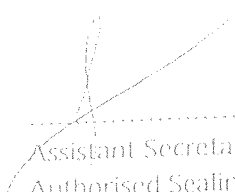
Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

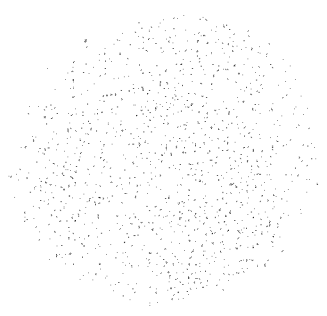
This Power of Attorney replaces the Power of Attorney that was executed on 9 May 2016.

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

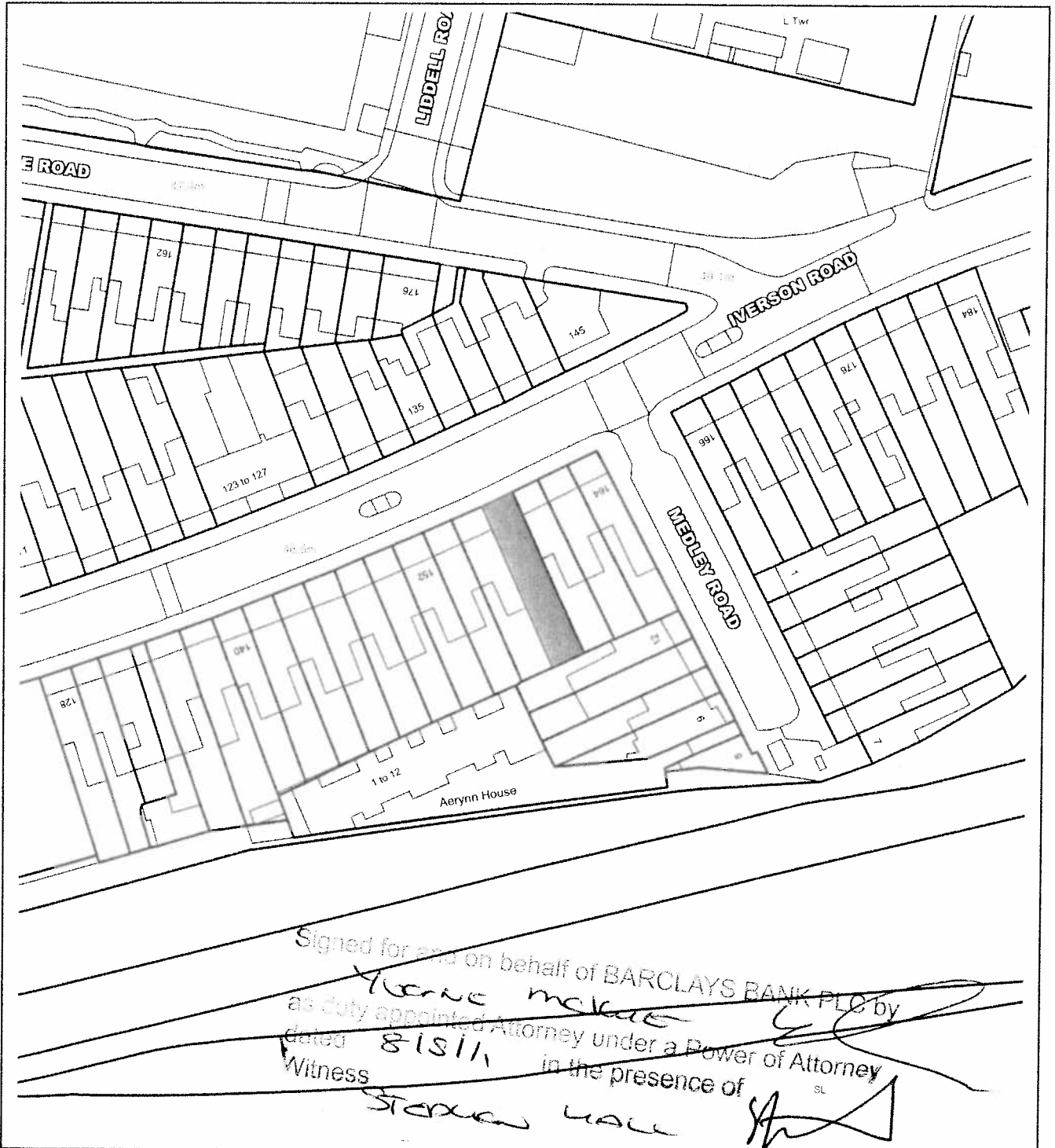

For Barclays Bank PLC
Manager

Date 2/9/17

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:

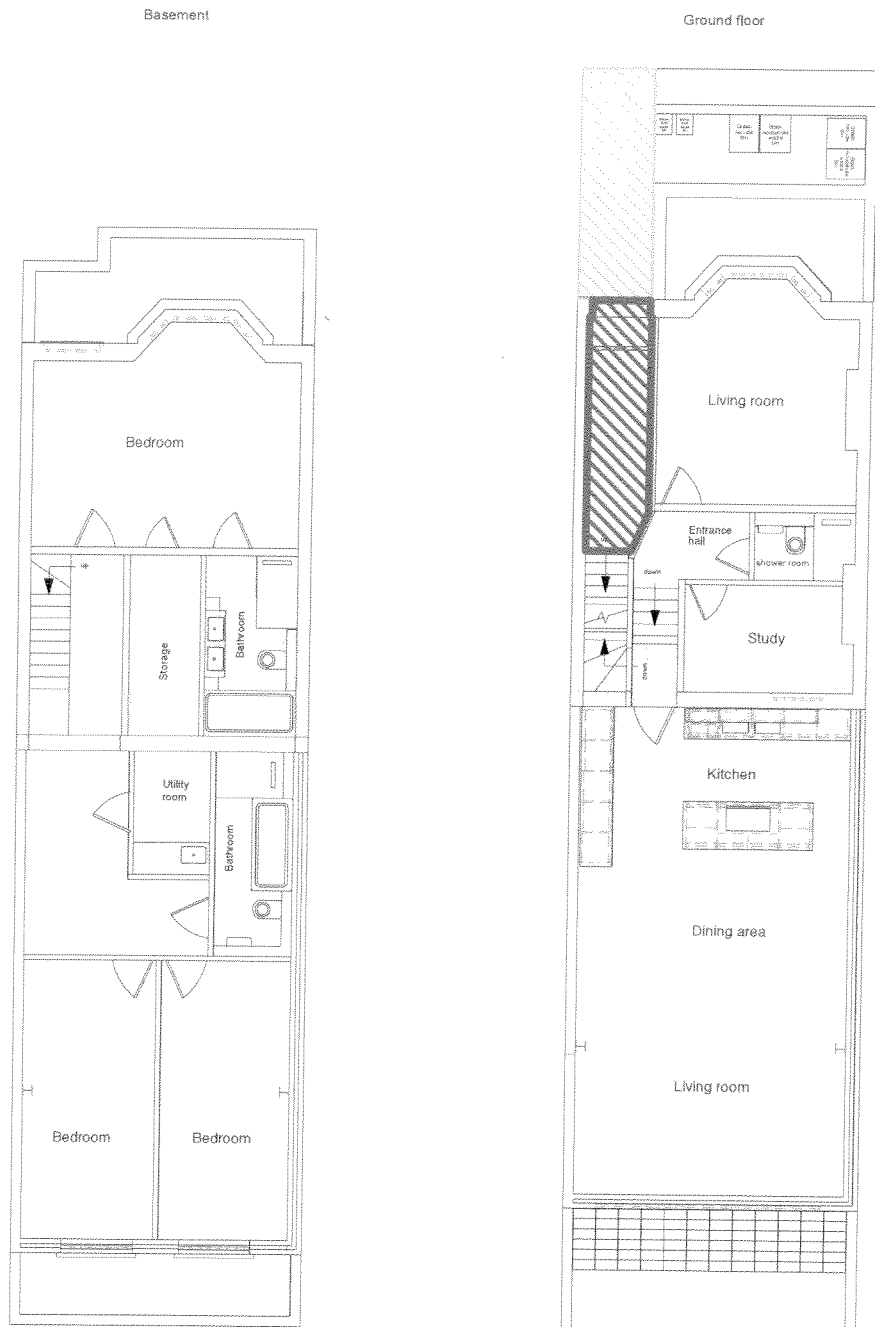
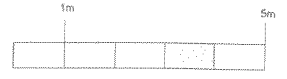
Rosemary Bradley, Senior Customer Agent
Emma Jayne Goddard, Customer Agent
Sharon Gail Hayes, Senior Customer Agent
Victoria Rachel Martin, Senior Customer Agent
Sharon Elizabeth Peverell, Customer Agent
Jane Sutcliffe, Customer Agent
Michelle Jacqueline Swales, Customer Agent
Debra Withington, Customer Agent
Laura Ann Hewitt, Customer Agent
Aunif Rasool, Customer Agent
Yvonne McKue, Senior Customer Agent
Debra Kelly, Customer Agent
Patricia Dawson, Customer Agent
Kelly Lee Love, Operations Manager
Samantha Hall, Customer Agent
Vincenzo Nicoletti, Customer Agent
Lehana 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
Laye Lamynan, Customer Agent
Joanne Bowling, Customer Agent
Anna 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 Kiley, Customer Agent
Asib Gular, Customer Agent
Debra Finn, Customer Agent
Diane Baxter, Operations Manager
Geraldine Gavaqhan, Operations Manager
Ben David Erwin, Senior Operations Manager
Rebecca Naylor, Mortgage Underwriter
Deborah Locker, Operations Manager
Stacey Louise Markham-Smith, Customer Agent
Burhan Durr, Customer Agent
Lucy Mehta Cardus, Customer Agent
Nicholas John Saller, Team Leader
Angela Joyce Nathaniel, Customer Agent

NORTHGATE SE GIS Print Template



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Signed for and on behalf of BARCLAYS BANK *PLC*
 as a duly appointed Attorney under a Power of Attorney
 dated 8/1/14 in the presence of
 Witness: *Stophan*

Name
 Mr Thomas Schneider
 Address
 158 Iverson Road, NW6 2HH
 Scale @ A3
 1 : 100
 Date
 25/07/2017
 Title
 Layout of 158-A
 Drawing no.
 08.320



Tom Schneider
68A Mill Lane
West Hampstead
London
NW6 1NJ

Application Ref: **2017/1859/P**

22 August 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:
158 Iverson Road
London
NW6 2HH

Proposal:
Conversion of single-family dwellinghouse into 2 flats (1 x 3 bed and 1 x 4 bed).

DECISION
Drawing Nos: 02.100; 08.100; 08.208; 08.204.

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 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: 02.100; 08.100; 08.208; 08.204.

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

- 4 The cycle parking facility hereby approved shall be provided in its entirety prior to the first occupation of the unit at ground and basement level, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

Policy H1 aims to maximise Camden's capacity for housing. The proposal would result in a net increase of 1 unit. Policy H6 sets out dwelling type priorities. With regard to market housing 4 bed units are in medium demand.

The Department of Communities and Local Government (DCLG) has set minimum space standards to ensure rooms are large enough to take on varying uses. The overall floor space in new dwellings should meet the minimum standards set out in 'Technical Housing Standards - Nationally Described Space Standard' 2015. The proposal would not meet all of the requirements of Part M4(2) of Building Regulations; however it is considered acceptable as the proposal is for the conversion of an old house and will not worsen the situation in relation to accessibility.

The proposed development does not involve any external alteration, and it is not

considered to impact on amenity of neighbouring occupiers in terms of overlooking, loss of light or sense of enclosure, and would not have any adverse impact on the character or appearance of the building or detract from the wider street scene.

The application site is located within an area with a PTAL score of 5. The development will be required to be car-free and no parking permits will be allowed for future residents of the additional unit. This would be secured by a S106 legal agreement. Given the constraints of the site, the full provision of cycle spaces (two per dwelling) required by policy T1 would not be achievable in this instance, space for two cycles would be provided at ground floor level.

The proposal includes an uncovered communal waste store in the front garden which complies with Camden Planning Guidance on size and location.

No objections were received prior to making this decision. The planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies H1, H6, CS5, A1, A4, D1, T1 and T2 of the Camden Local Plan 2017. Furthermore, the application has been assessed against the Fortune Green & West Hampstead Neighbourhood Plan adopted in September 2015 and is considered to reflect the guidance outlined.

- 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

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

Yours faithfully

Supporting Communities Directorate



DATED 26th September 2017

(1) THOMAS LEONARD SCHNEIDER and CHARLOTTE CATHARINA ABBISS

and

(2) BARCLAYS BANK PLC

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
158 IVERSON ROAD, LONDON, NW6 2HH
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

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