

Unit 7, Brentford Business Centre
Commerce Road
Brentford
TW8 8LG

Mr A Nazemi
The Planning Inspectorate
Room 3P Kite Wing
Temple Quay House
2 The Square
Bristol
BS1 6PN

PIIS

17 OCT 2017

16th October 2017

Dear Mr Nazemi,

: RE: APPEAL 3163673: 150 Haverstock Hill, LONDON - 2016/2507/P REVISED HEARING DATE FOR HAVERSTOCK HILL

Please find enclosed the revised unilateral undertaking for 150 Haverstock Hill, as requested by the planning inspector.

Yours sincerely,



Andrew Kirkwood

Legal Services

24 OCT 2017

RECEIVED



DATED 12th October 2017

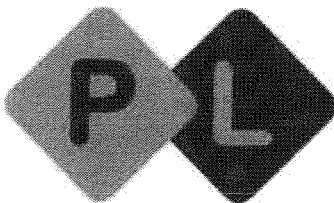
(1) ANDREW JOHN PRENTICE KIRKWOOD, DIANA
JANE KIRKWOOD and AMANDA ELIZABETH
HOGARTH
(2) SHEBINA SHEGOBIN

UNILATERAL OBLIGATION GIVEN BY DEED

pursuant to Section 106 of the Town and Country Planning Act 1990

relating to

150 Haverstock Hill, London NW3 2AY



Peyto Law

File Ref: 01-0174-374

REVISED 29/9/17

Freelands Farm House
Freelands Drive
Fleet
Hampshire
GU52 0TE

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Email: info@peytolaw.com
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THIS DEED BY WAY OF UNDERTAKING is made the _____ day of
two thousand and seventeen

BY

- (1) **ANDREW JOHN PRENTICE KIRKWOOD** of 4 Kingsbridge Avenue, Acton, London W3 9AJ, **DIANA JANE KIRKWOOD** of 6 Derwentwater Road, Acton, London W3 6DE and **AMANDA ELIZABETH HOGARTH** of 21 Park St James, St James Terrace, London NW8 7LE as trustees of the **JOHN PRENTICE KIRKWOOD WILL TRUST** (“the Owner”)
- (2) **SHABINA SHEGOBIN** of 150 Haverstock Hill, London NW3 2AY (“the Lessee”)

TO:

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (“the Council”)

1. **DEFINITIONS:**

1.1 In this Deed the following words and phrases shall have the following meanings unless the context otherwise requires

“the Act”	The Town and Country Planning Act 1990
“the Appeal”	The appeal made to the Secretary of State for Communities and Local Government under Section 78 of the Act against the Refusal and allocated _____ the _____ reference APP/X5210/W/16/3163673
“Commencement of Development”	The date on which a Material Operation beings to be carried out and “Commence Development” shall be construed accordingly
“Completion of Development”	The completion of the works of construction, fitting out and decoration such that the

building to be constructed is ready for occupation

“Construction Management Plan”

A plan setting out the measures that the Owner will adopt in undertaking the demolition and 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 First 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

- (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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);

- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) 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

“the Construction Management Plan Implementation Support Fee”

The sum of £1,140 (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

“the Construction Phase”

the whole period between

- (i) the Commencement of Development and
- (ii) the date of issue of the Certificate of Practical Completion

“Contribution”

Any of the contributions payable under the terms of this Obligation and “Contributions”

application if any party) shall be used

“Interest”	Interest at one per cent above the Bank of England official dealing rate as set by the Monetary Policy Committee
"the Land"	All that land at 150 Haverstock Hill, London which forms part of the land registered at HM Land Registry under title number 313770 and as is shown edged red on the Plan
"a Material Operation"	A material operation as defined in Section 56(4) of the Act carried out as part of the Development other than operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure and the temporary display of site notices or advertisements
“Occupy”	The full and beneficial occupation of a Dwelling but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupation” and “Occupied” shall be construed accordingly
“the Parties”	The Owner and the Lessee
"the Plan"	The plan attached hereto

"the Planning Application"	The application submitted to the Council under reference 2016/2507/P for the change of use from shop (Class A1) to provide a 2 storey dwelling (Class C3) with roof terrace including partial demolition of existing building, alteration to front façade, erection of front boundary wall and erection of first floor extension
"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
"the Planning Permission"	The planning permission granted by the Secretary of State for Communities and Local Government pursuant to the Planning Application and subsequent Appeal and any application
"Public Highway"	Any carriageway footway and / or verge adjoining the Land which is maintainable at the public expense
"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
"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

2 INTRODUCTION

- 2.1 The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated
- 2.2 The Owner is the freeholder owner of the Land
- 2.3 The Lessee is the leasehold owner of the Land as is registered at HM Land Registry under title number NGL837925
- 2.3 On 4 May 2016 the Planning Application was made to the Council
- 2.4 By decision notice dated 1 September 2016 the Council refused planning permission for the reasons stated therein (“the Refusal”)
- 2.5 On 14 March 2017 the Appeal was validated
- 2.6 The Owner enters into this Deed to meet an objection to the grant of Planning Permission cited in the Refusal

3 CONSTRUCTION OF THIS DEED

- 3.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Deed
- 3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner
- 3.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise
- 3.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 3.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions

4 LEGAL BASIS

- 4.1 This Deed is made pursuant to Section 106 of the Act Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000
- 4.2 The covenants restrictions and requirements imposed upon the Parties under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Parties

5 CONDITIONALITY

- 5.1 Any obligation given by the Owner shall be considered deleted from this Deed where the Secretary of State for Communities and Local Government (or one of his duly appointed Inspectors) states in his decision on the Appeal either
- (i) that he has not taken that obligation into account in reaching his decision for whatever reason; or
 - (ii) that he considers that the obligation does not fulfil the statutory tests in Regulation 122 of the Community Infrastructure Levy Regulations 2010 and / or the guidance contained in the National Planning Policy Framework or National Planning Practice Guidance;

AND FOR THE AVOIDANCE OF DOUBT the term 'obligation' in this clause includes the payment of any fees to the Council.

- 5.2 This Deed is conditional upon:
- (ii) the grant of the Planning Permission and
 - (iii) the Commencement of Development

SAVE FOR any provisions of this Deed which require compliance prior to Commencement of Development which shall come into effect immediately upon the grant of Planning Permission

6 THE PARTIES' COVENANTS

- 6.1 The Parties covenant with the Council as set out in the First Schedule

7 MISCELLANEOUS

- 7.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999

- 7.2 The Owner recognises that this Undertaking shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council
- 7.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.4 This Deed shall be determined and have no further effect if the Planning Permission:
- 7.4.1 expires before the Commencement of Development;
 - 7.4.2 is varied or revoked other than at the request of the Owner; or
 - 7.4.3 is quashed following a successful legal challenge;
- 7.5 Subject to clause 7.6 below the Owner covenants with the Council to the intent that this Undertaking shall be enforceable without limit of time (other than as expressly mentioned in this Undertaking)
- 7.6 No person shall be bound by any obligations rights and duties contained in this Undertaking and/or be liable for any breach of a covenant and/or obligations contained in this Undertaking after they shall have parted with all interest in the Land or the part in respect of which such obligations relate or such breach occurs PROVIDED THAT they shall remain liable for any subsisting breach of covenant prior to parting with their interest
- 7.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

8 INTEREST

- 8.1 If any payment due under this Deed is paid late then Interest will be payable from the date payment is due to the date of payment

9 VAT

- 9.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable

10 JURISDICTION

10.1 This Deed is governed by and interpreted in accordance with the law of England and Wales

11 DELIVERY

11.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

12 VARIATION

12.1 The terms and conditions of this Deed shall be capable of being varied by a Supplemental Deed executed by the Owner or their successors in title and the Council

THE FIRST SCHEDULE
The Parties' Covenants to the Council

1. Notification of Commencement

- 1.1 The Owner shall give written notice to the Council on or prior to the Commencement of Development specifying that such Commencement has taken or is about to take place

2. Highways Contributions

- 2.1 To pay to the Council the Highways Contribution no later than seven (7) days after the Completion of Development

3. Car Free Development

- 3.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development 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.
- 3.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential 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).

3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 3.1 and 3.2 in this Undertaking shall continue to have effect in perpetuity.

3.4 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 3.1 and 3.2 of this Undertaking.

4. Construction Management Plan

4.1 On or prior to the Commencement of Development to:

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

4.2 Not to Commence Development until the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

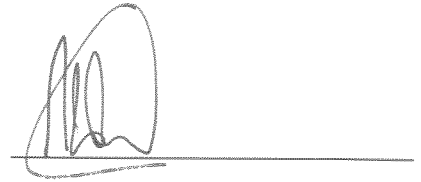
4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the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

4.4 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.

IN WITNESS whereof the Owner and Lessee have executed this Deed on the day and year first before written.

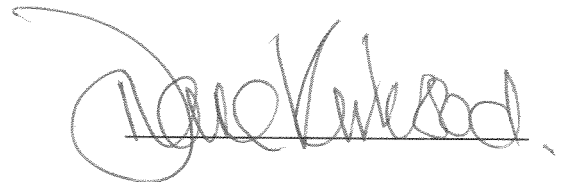
SIGNED as a Deed and delivered by the said)
ANDREW JOHN PRENTICE KIRKWOOD in the)
presence of:-)




WITNESS

Signature 
Name M. ANANDAPPA
Address 4 CLARENCE AVE
NEW MALDEN
.....
KT3 3ED
.....
Occupation BOOK-KEEPER

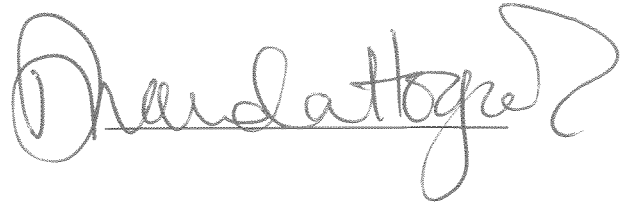
SIGNED as a Deed and delivered by the said)
DIANA JANE KIRKWOOD in the presence of:-)



WITNESS

Signature 
Name JOANNE DOLBY
Address 19 PADRURY
CLOSE, REDFONT,
MIDOX TW14 8SP
.....
Occupation ADMINISTRATOR

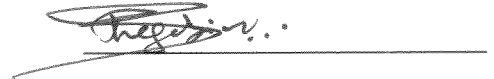
SIGNED as a Deed and delivered by the said)
AMANDA ELIZABETH HOGARTH in the)
presence of:-)



WITNESS

Signature Alu
Name STEPHANIE HOGARTH
Address 40 TIERNEY ROAD
LONDON
SW2 4QJ
Occupation RETAIL MANAGER

SIGNED as a Deed and delivered by the said)
SHEBINA SHEGOBIN in the presence of:-)



WITNESS

Signature Ammar
Name Ammar
Address 32 Mayfield
LONDON
HA9 9PS
Occupation Shop Assistant

150 HAVERSTOCK HILL LONDON NW3



John Wood
D. D. D. D.
Rob: n.

OS MasterMap 1250/2500/10000
scale
03 May 2016. ID: CM-00525063
www.centremapslive.co.uk
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527550 E, 184960 N

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FOR A BETTER POINT OF VIEW

