

DATED 14 December 2018

(1) RAYMOND JEROME DINKIN and ANITA GLORIA DINKIN

and

(2) JANE BELINDA GOWER

and

(3) MARK WILLIAM PYBUS and NATASHA JANE DELLISTON

and

(4) MARY-ELLEN BARKER and PETER GRAHAM LUCAS BALE

and

(5) RICHARD JAMES DAVIES and HELEN SOPHIA DAVIES

and

(6) RABBI YOSEF VOGEL and RIVKAH VOGEL

and

(7) SAUL BUDDY HAWARD and CATHERINE HARIOT BURD

and

(8) MARCEL FELIPE BORELLI and ANNE ELIZABETH SANCHEZ DE ALMEIDA

and

(9) GAVIN SIMON PHILLIPS and AMY LOUISE PHILLIPS

and

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

A G R E E M E N T

**relating to land known as 24-32 Elliott Square London NWS 3SU
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
5 Pancras Square
London NC1 4AG



THIS AGREEMENT is made the 14 day of December 2018

B E T W E E N:

- A. **RAYMOND JEROME DINKIN and ANITA GLORIA DINKIN** of 24 Elliott Square, London NW3 3SU (hereinafter called the "First Owner") of the first part
- B. **JANE BELINDA GOWER** of 25 Elliott Square, London NW3 3SU (hereinafter called the "Second Owner") of the second part
- C. **MARK WILLIAM PYBUS and NATASHA JANE DELLISTON** of 26 Elliott Square, London NW3 3SU (hereinafter called the "Third Owner") of the third part
- D. **MARY-ELLEN BARKER and PETER GRAHAM LUCAS BALE** of 27 Elliott Square, London NW3 3SU (hereinafter called the "Fourth Owner") of the fourth part
- E. **RICHARD JAMES DAVIES and HELEN SOPHIA DAVIES** of 28 Elliott Square, Hampstead, London NW3 3SU (hereinafter called the "Fifth Owner") of the fifth part
- F. **RABBI YOSEF VOGEL and RIVKAH VOGEL** of 29 Elliott Square, Hampstead, London NW3 3SU (hereinafter called the "Sixth Owner") of the sixth part
- G. **SAUL BUDDY HAWARD and CATHERINE HARIOT BURD** of 30 Elliott Square, London NW3 3SU (hereinafter called the "Seventh Owner") of the seventh part
- H. **MARCEL FELIPE BORELLI and ANNE ELIZABETH SANCHEZ DE ALMEIDA** of 31 Elliott Square, London NW3 3SU (hereinafter called the "Eighth Owner") of the eighth part
- I. **GAVIN SIMON PHILLIPS and AMY LOUISE PHILLIPS** of 32 Elliott Square, London NW3 3SU (hereinafter called the "Ninth Owner") of the ninth part

the First Owner, Second Owner, Third Owner, Fourth Owner, Fifth Owner, Sixth Owner, Seventh Owner, Eighth Owner and Ninth Owner are together referred to as "the Owners" and "Owner" means any one of them

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

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL724306 and as the leasehold proprietor with title absolute under Title Number NGL398774.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL728201.
- 1.3 The Third Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL704571 and as the leasehold proprietor with title absolute under Title Number NGL400103.
- 1.4 The Fourth Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL910922 and as the leasehold proprietor with title absolute under Title Number NGL395409.
- 1.5 The Fifth Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL772042.
- 1.6 The Sixth Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL699538.
- 1.7 The Seventh Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL707430.

- 1.8 The Eighth Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL786955.
- 1.9 The Ninth Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL786150.
- 1.10 The Owners are the owners of and are interested in the Property for the purposes of Section 106 of the Act.
- 1.11 A Planning Application for the development of the Property was submitted to the Council and validated on 22 September 2017 and the Council resolved to grant permission conditionally under reference number 2017/4239/P subject to the conclusion of this legal Agreement.
- 1.12 The Council is the local planning authority for the purposes of the Act 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 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 Owners are 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"	the certificate issued by the Owners' contractor architect or project manager certifying that the Development has been

	Completion”	completed
2.4	“Construction Management Plan”	<p>a plan setting out the measures that the Owners 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 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 and highway network including (but not limited to):-</p> <p>(a) 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 Owners 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;</p> <p>(b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(c) 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);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p>

		(e) 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 £3,136 (three thousand one hundred and thirty six pounds) to be paid by the Owners 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 <ul style="list-style-type: none"> i. the Implementation Date and ii. the date of issue of the Certificate of Practical Completion
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 a roof extension at 3rd floor to 9 terraced houses as shown on the following documents and drawing numbers:- Design & Access Statement prepared by davies architecture ltd dated June 2017; Site location plan (1694_P01); 1694_P02_A; 1694_P03_B; 1694_P04; 1694_P05_A; 1694_P06; Daylight and sunlight study (1694_P08); Storey Height Diagram (1694_P10)

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 Owners
2.12	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 22 September 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4239/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 24-32 Elliott Square NW3 3SU the same as shown edged red on the plan annexed hereto

3. **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 Owners as provided herein

Copyright Best Howard Architects Ltd
 Unless otherwise stated, this drawing is for
 the use of the client only. It is not to be
 used for any other purpose without the
 written consent of Best Howard Architects Ltd.
 All dimensions to be checked on site.

Revision Date By Checked

For
 Planning

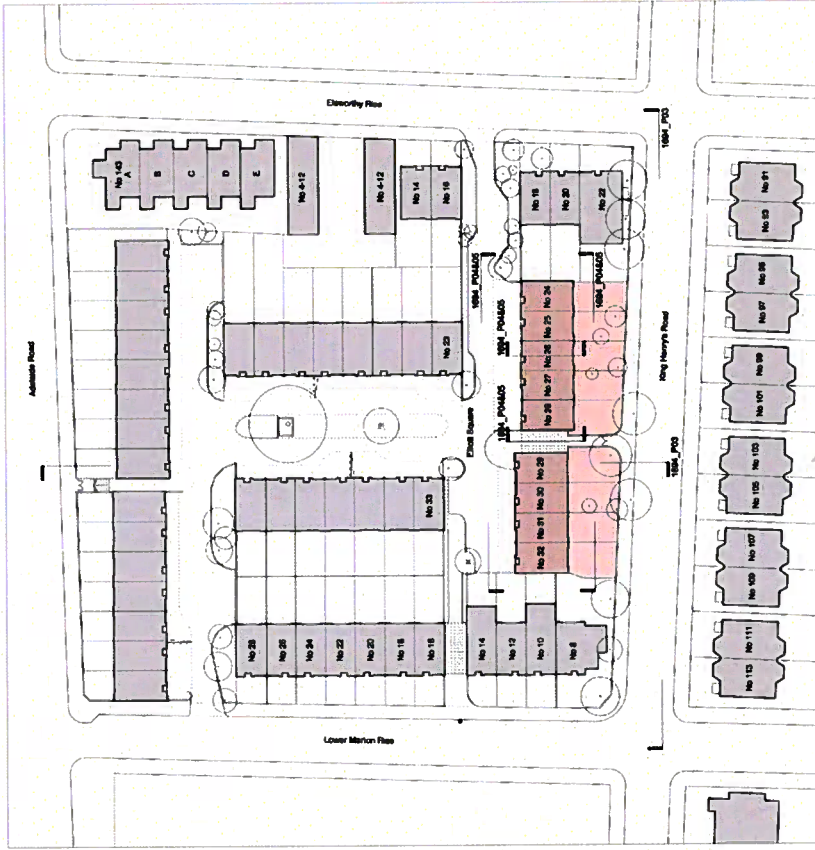
Location & Site Plans
 24-32 Elliott Square, NM3

1694_P01

Scale: 1:500/250 at A1
 Date: 11/06/2020 at A3
 Other: 7/0/21

davies architecture ltd
 25 Lower Marsh, London SE1 7AB
 T: +44 (0) 20 7963 0066

BEST HOWARD ARCHITECTS LTD
 100, Upper Street, London N1 1UD
 T: +44 (0) 20 7353 8800
 E: info@besthoward.com



Site Plan
 (Scale 1:500)

Handwritten notes and signatures on the right side of the site plan, including 'BA', 'AS', 'CS', and 'BA'.



Location Plan
 (Scale 1:1250)

Demerol Red Concentration Area

Handwritten notes and signatures on the right side of the location plan, including 'GP', 'AP', 'R.L.V.', 'MER', and 'PGB'.



and against any person deriving title to any part of the Property from the Owners 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, 8 and 9 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 Owners 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 OWNERS

The Owners hereby covenant jointly and severally with the Council as follows:-

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 Owners acknowledge and agree 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 Owners shall forthwith take any steps required to remedy such non-compliance.

4.2 DEVELOPMENT TO BE CARRIED OUT AS SINGLE OPERATION

4.2.1 Prior to the Implementation Date the Owner shall provide the Council with evidence that a construction contract has been entered into which secures completion of the Development as a single operation within a reasonable timeframe and the Owner shall not Implement or permit Implementation unless and until the Council has confirmed in writing that it is satisfied with such evidence and the timeframe proposed.

4.2.2 The Owner shall ensure that the Development is carried out as a single operation and shall use all reasonable endeavours to ensure that the timeframe agreed pursuant to clause 4.2.1 above is adhered to.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owners 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 Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/4239/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owners 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 Owners 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 Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owners agree declare and covenant with the Council that they 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 Owners of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owners in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owners 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 2017/4239/P.

5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owners to the Council sending the full amount via electronic transfer (where practicable) The Owners 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 2017/4239/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owners.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/4239/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 Owners agree 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 Owners hereby covenant with the Council that they shall 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 Owners 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 Owners 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 Owners have executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY
Raymonde Jerome Dinkin
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: G. N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Anita Gloria Dinkin
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: G. N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Jane Belinda Glover ~~Glover~~ 
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: G. N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Mary-Ellen Barker
in the presence of:

) M.E. Barker
)
)



.....
Witness Signature

Witness Name: G.N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER
EXECUTED AS A DEED BY
Peter Graham Lucas Bale
in the presence of:

)
)
)



.....
Witness Signature

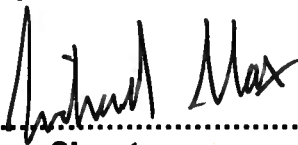
Witness Name: G.N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Richard James Davies
in the presence of:

)
)
)



.....
Witness Signature

Witness Name: RICHARD MAX

Address: 26 LOWER MERTON RISE
NW3 3SP

Occupation: SOLICITOR

EXECUTED AS A DEED BY
Helen Sophia Davies
in the presence of:

[Handwritten signature]

[Handwritten signature]

.....
Witness Signature

Witness Name: RICHARD MAX

Address: AS ABOVE

Occupation:

EXECUTED AS A DEED BY
Rabbi Yosef Vogel
in the presence of:

[Handwritten signature]

[Handwritten signature]

.....
Witness Signature

Witness Name: G.N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Rivkah Vogel
in the presence of:

[Handwritten signature]

[Handwritten signature]

.....
Witness Signature

Witness Name: G.N. KENDALL

Address: 39 ELLIOTT SQUARE
LONDON NW3 3SU

Occupation: DESIGNER

EXECUTED AS A DEED BY
Saul Buddy Haward
in the presence of:

)
) *Saul Buddy Haward*

Marshall

.....
Witness Signature

Witness Name: T.J. MARSHALL

Address: 26 PRINCES AVENUE, LONDON N10 3UR

Occupation: CHARTERED ACCOUNTANT.

EXECUTED AS A DEED BY
Catherine Hariot Burd
in the presence of:

)
) *Catherine Hariot Burd*

Marshall

.....
Witness Signature

Witness Name: T.J. MARSHALL

Address: 26 PRINCES AVENUE, LONDON N10 3UR

Occupation: CHARTERED ACCOUNTANT.

EXECUTED AS A DEED BY
Marcel Felipe Borelli
in the presence of:

)
) *Marcel V. Borelli*

.....
Witness Signature

Witness Name:

Kelly Sibra Lauz
Kelly Sibra Lauz
Address: 119 Petesham drive BR5 2QF

Occupation: Courier

EXECUTED AS A DEED BY
Anne Elizabeth Sanchez De Almeida
in the presence of:

)
)
)

Anne E Almeida

.....
Witness Signature

Witness Name:

Address:

Occupation:

Kelly Silva Lauz.

Kelly Silva Lauz.

119 Peterham drive BR5 2GF

Carrier

EXECUTED AS A DEED BY
Gavin Simon Phillips
in the presence of:

)
)
)

G Phillips

.....
Witness Signature

Witness Name:

Address:

Occupation:

Gavin

Jennifer Morris

Wellside Well Walk NW3 1BT

Ceramics

EXECUTED AS A DEED BY
Amy Louise Phillips
in the presence of:

)
)
)

Amy Louise Phillips

.....
Witness Signature

Witness Name:

Address:

Occupation:

Gavin

Jennifer Morris

Well Walk NW3 1BT

Ceramics

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



Alexander

.....
Authorised Signatory

Executed as a Deed by)
Mark William Pybur)
in the presence of:)

[Signature]

[Signature]

.....
Witness Signature

Witness name : RICHARD MAX

Address : 26 LOWER MEE TON RISE
LONDON NW3 3SP

Occupation : SOLICITOR

Executed as a Deed by)
Natalia Tane Delliston)
in the presence of:)

[Signature]

[Signature]

.....
Witness signature RICHARD MAX

Witness name : AS ABOVE

Address :

Occupation :

THE FIRST 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



Burd Haward Architects
United House
United House
North Road
London
N7 9DP

Application Ref: **2017/4239/P**

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
24-32 Elliott Square
London
NW3 3SU

Proposal:
Erection of a roof extension at 3rd floor to 9 terraced houses.
Drawing Nos: Design & Access Statement prepared by daves architecture ltd dated June 2017; Site location plan (1694_P01); 1694_P02_A; 1694_P03_B; 1694_P04; 1694_P05_A; 1694_P06; Daylight and sunlight study (1694_P08); Storey Height Diagram (1694_P10).

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 D1 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Design & Access Statement prepared by davies architecture ltd dated June 2017; Site location plan (1694_P01); 1694_P02_A; 1694_P03_B; 1694_P04; 1694_P05_A; 1694_P06; Daylight and sunlight study (1694_P08); Storey Height Diagram (1694_P10).

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

- 4 Before the relevant part of the work is begun, 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:

a) Details including sections at 1:10 of all windows (including jambs, head and cill) and external doors;

b) Manufacturer's specification details of all facing materials including railings to Juliet balconies (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site for the full duration 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 D1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).



- 2 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 4 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.

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

DECISION

Supporting Communities Directorate

