

DATED

04 January

2018⁹

**(1) THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD,
THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY GUISE,
THE HONOURABLE NICOLE CAMPBELL AND PAUL VERE LINDON**

and

**(2) WOBURN ESTATES COMPANY LIMITED AND BEDFORD ESTATES NOMINEES
LIMITED**

and

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

A G R E E M E N T

relating to land known as

4 BLOOMSBURY PLACE LONDON WC1A 2QA

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;

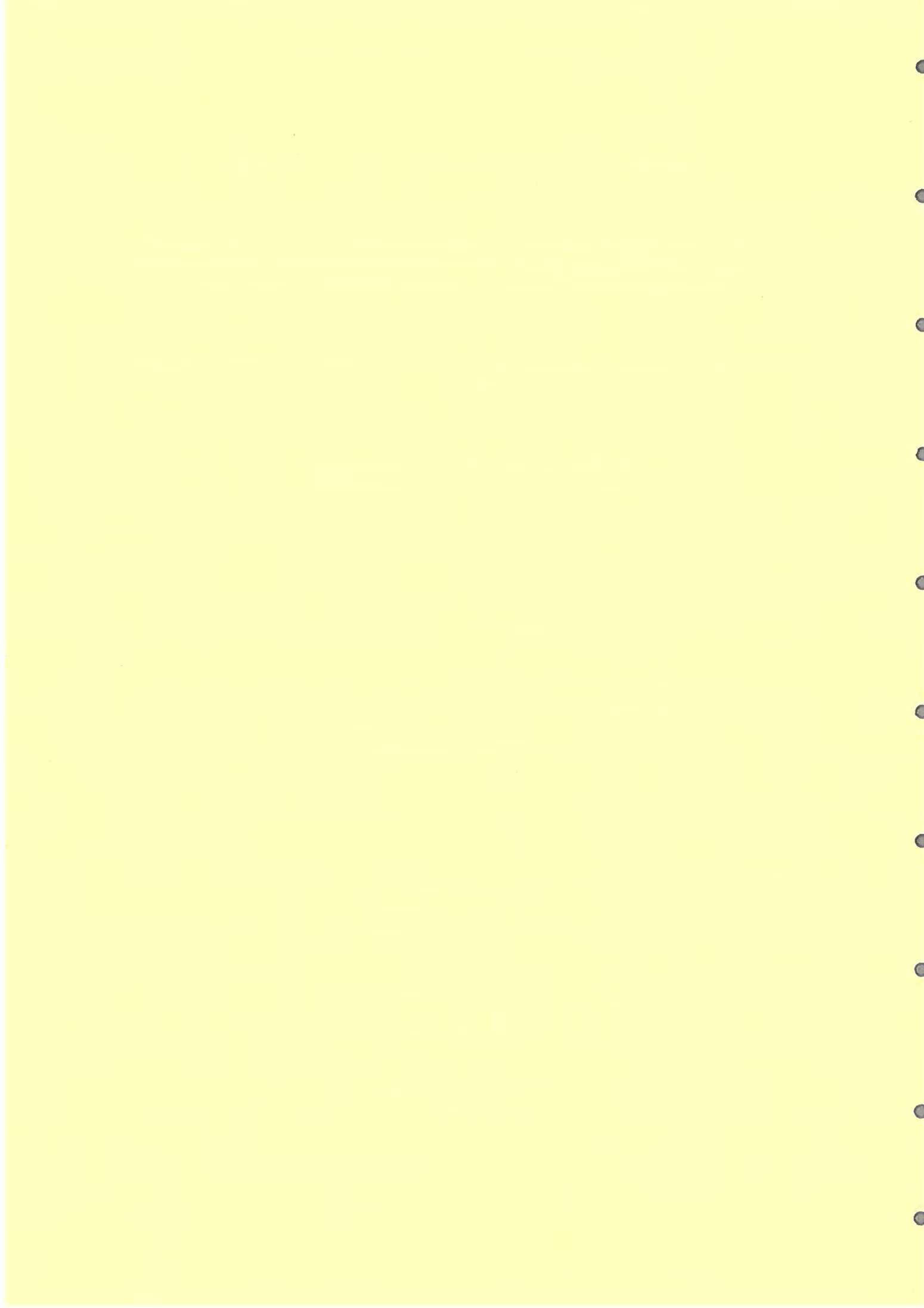
Section 111 of the Local Government Act 1972; and

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 5826

CLS/COM/LN/1800.852
s106 FINAL



THIS AGREEMENT is made the 4th day of January 2018⁹

B E T W E E N:

A. **THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD and THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY GUISE and THE HONOURABLE NICOLE CAMPBELL and PAUL VERE LINDON** of The Bedford Estates, 29a Montague Street, London WC1B 5BL (hereinafter called "the Freeholder") of the first part

B. **WOBURN ESTATES COMPANY LIMITED** (Co. Regn. No. 1608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 3743508) whose registered office is at The Bedford Office, Woburn, Milton Keynes MK17 9PQ (hereinafter called "the Leaseholder") of 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 934370.

NGL

1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL819899

1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 8 December 2017 and the Council resolved to grant permission conditionally under reference number 2017/6579/P subject to the conclusion of this legal Agreement.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the 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
2.4	"the Development"	Extension to basement, reconstruction of existing ground floor rear extension, replacement first floor rear extension, reinstatement of chimney stacks at roof level, installation of 5x AC units at roof level and to rear courtyard, provision of terrace at roof level and erection of balustrading. as shown on drawing numbers:- 257.04-001, 257.04-950, 257.04-100 F, 257.04-101 E, 257.04-102 B, 257.04-103 D, 257.04-104 D, 257.04-105 D, 257.04-160, 257.04-161, 257.04-150, 257.04-200 F, 257.04-201 E, 257.04-202 B, 257.04-203 D,

		257.04-204 D, 257.04-205 P2, 257.04-260 P2, 257.04-261 P2, 257.04-250 P3, 257.04-251 P3, TPS Building Services Drawings dated November 2017, Johanna Molineus Architects Design and Access Statement, Johanna Molineus Architects photo survey, Acoustic Assessment Report dated 09/11/2017, MNP Basement Construction Method Statement dated November 2017, CampbellReith BIA Audit dated August 2018
2.5	"the First Phase Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the First Phase Development has been completed
2.6	"First Phase Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition and the construction of the First Phase 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 First Construction Phase of the First Phase 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 Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition and the building out of the First Phase Development;</p> <p>(b) proposals to ensure the protection and preservation of the listed building during the First Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on</p>

		<p>the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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>(f) the inclusion of a waste management strategy for handling and disposing of construction waste;</p> <p>(g) 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</p> <p>(h) measures to incorporate any demolition and construction for the Second Phase Development into this plan in the event that Second Phase Development works begin prior to the First Phase Certificate of Practical Completion being issued; and</p> <p>(i) any other requirements identified by the Council at the time of the Implementation of the Second Phase Development</p>
2.7	"the First Phase Construction Management Plan Implementation Support Contribution"	<p>the sum of £3,136 (three thousand one hundred and thirty six 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</p>

		and approval of the draft First Phase Construction Management Plan and verification of the proper operation of the approved First Phase Construction Management Plan during the First Construction Phase
2.8	"the First Construction Phase"	<p>the whole period between</p> <p>(a) the First Phase Implementation Date and</p> <p>(b) the date of issue of the First Phase Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes any demolition</p>
2.9	"the First Phase Development"	<p>removal of ground floor rear link extension, removal and replacement of first floor rear extension, reinstatement of chimney stacks at roof level, installation of five air conditioning units at roof level and to rear courtyard, provision of terrace at roof level and erection of balustrading as shown on drawing numbers:- 257.04-101 INFO, 257.04-102 INFO, 257.04-001, 257.04-950, 257.04-100 F, 257.04-103 D, 257.04-104 D, 257.04-105 D, 257.04-160, 257.04-161, 257.04-150, 257.04-201 E, 257.04-202 B, 257.04-203 D, 257.04-204 D, 257.04-205 P2, 257.04-260 P2, 257.04-261 P2, 257.04-250 P3, 257.04-251 P3, TPS Building Services Drawings dated November 2017, Johanna Molineus Architects Design and Access Statement, Johanna Molineus Architects photo survey, Acoustic Assessment Report dated 09/11/2017</p>
2.10	"the First Phase Implementation Date"	the date of implementation of the First Phase Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation of the First Phase" and "Implement the First Phase" shall be construed accordingly
2.11	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.12	"the Parties"	mean the Council and the Owner
2.13	"the Planning Application"	a planning application in respect of the Development of the

		Property submitted to the Council and validated on 8 December 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6579/P subject to conclusion of this Agreement
2.14	"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
2.15	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.16	"the Property"	the land known as 4 Bloomsbury Place London WC1A 2QA the same as shown shaded grey on the plan annexed hereto
2.17	"the Second Phase Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Second Phase Development has been completed
2.18	"Second Phase Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition and the construction of the Second Phase 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 Second Construction Phase of the Second Phase 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 Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition and the building out of the Second Phase Development;</p>

		<p>(b) proposals to ensure the protection and preservation of the listed building during the Second Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(g) 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</p> <p>(h) measures to incorporate any demolition and construction related to the First Phase Development into this plan in the event that Second Phase Development works begin prior to the First Phase Certificate of Practical Completion being issued; and</p> <p>(i) any other requirements identified by the Council at the time of the Implementation of the Second Phase</p>
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		Development
2.19	"the Second Phase Construction Management Plan Implementation Support Contribution"	the sum of £3,136 (three thousand one hundred and thirty six 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 Second Phase Construction Management Plan and verification of the proper operation of the approved Second Phase Construction Management Plan during the Second Construction Phase
2.20	"the Second Construction Phase"	<p>the whole period between</p> <p>(c) the Second Phase Implementation Date and</p> <p>(d) the date of issue of the Second Phase Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes any demolition</p>
2.21	"the Second Phase Development"	<p>excavation works to extend basement to rear, demolition and reconstruction of existing ground floor rear extension as shown on drawing numbers:- 257.04-102 B, 257.04-200 F, 257.04-101 E, 257.04-001, 257.04-950, 257.04-100 F, 257.04-103 D, 257.04-104 D, 257.04-105 D, 257.04-160, 257.04-161, 257.04-150, 257.04-201 E, 257.04-202 B, 257.04-203 D, 257.04-204 D, 257.04-205 P2, 257.04-260 P2, 257.04-261 P2, 257.04-250 P3, 257.04-251 P3, TPS Building Services Drawings dated November 2017, Johanna Molineus Architects Design and Access Statement, Johanna Molineus Architects photo survey, Acoustic Assessment Report dated 09/11/2017, MNP Basement Construction Method Statement dated November 2017, CampbellReith BIA Audit dated August 2018</p>
2.22	"the Second Phase Implementation Date"	<p>the date of implementation of the Second Phase Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation of the Second Phase" and "Implement the Second Phase" shall be construed accordingly</p>

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 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 of 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

The Owner hereby covenants with the Council as follows:-

4.1 FIRST PHASE CONSTRUCTION MANAGEMENT PLAN

4.1.1 On or prior to the First Phase Implementation Date to:

- (a) pay to the Council the First Phase Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft First Phase Construction Management Plan.

4.1.2 Not to Implement the First Phase nor allow Implementation of the First Phase Development until such time as the Council has:

- (a) received the First Phase Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the First Phase Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the First Phase Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the First Construction Phase of the First Phase 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 First Construction Phase the First Phase Development shall not be carried out otherwise than in strict accordance with the requirements of the First Phase 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 First Phase 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.

4.2 SECOND PHASE CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Second Phase Implementation Date to:

- (a) pay to the Council the Second Phase Construction Management Plan Implementation Support Contribution in full; and
 - (b) submit to the Council for approval a draft Second Phase Construction Management Plan.
- 4.2.1 Not to Implement nor allow Implementation of the Second Phase Development until such time as the Council has:
 - (a) received the Second Phase Construction Management Plan Implementation Support Contribution in full; and
 - (b) approved the Second Phase Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.2 The Owner acknowledges and agrees that the Council will not approve the Second Phase Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Second Construction Phase of the Second Phase Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.3 To ensure that throughout the Second Construction Phase the Second Phase Development shall not be carried out otherwise than in strict accordance with the requirements of the Second Phase 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 Second Phase Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

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

- 5.3 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 2017/6579/P the date upon which the Development will be ready for Occupation.
- 5.4 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.
- 5.5 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.
- 5.6 If satisfied as to the compliance of the Owner 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.
- 5.7 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 2017/6579/P.
- 5.8 Payment of the First Phase Construction Management Plan Implementation Support Contribution and the Second Phase Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 and Clause 4.2 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 2017/6579/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.

5.9 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.

5.10 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 Office for National Statistics 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

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

5.11 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 2017/6579/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during

which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

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

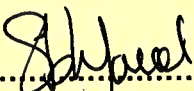
8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
THE MOST NOBLE HENRIETTA JOAN
DOWAGER DUCHESS OF BEDFORD
in the presence of:

)
)
)
)
)



.....
Witness Signature

Witness Name: S Gould

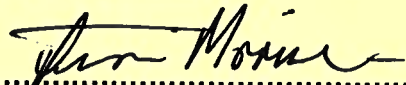
Address: 114a Stanwell Rd ASHFORD TW15 3QH

Occupation: Building Surveyor.

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
4 BLOOMSBURY PLACE LONDON WC1A 2QA

EXECUTED AS A DEED BY
THE RIGHT HONOURABLE SIMON ADAM
BARON WOLFSON OF ASPLEY GUISE
in the presence of:

)
)
)
)
)


.....
Witness Signature

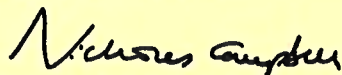
Witness Name: *Fiona Morrison*

Address: *139 HARROW ROAD, WEST BRIDGFORD, NOTTINGHAM, NG2 7DY*

Occupation: *PERSONAL ASSISTANT*

EXECUTED AS A DEED BY
THE HONOURABLE NICOLE CAMPBELL
in the presence of:

)
)
)
)
)


.....
Witness Signature


Witness Name: *NICHOLAS CAMPBELL*

Address: *35 PARKERS RD. S10 1SN*

Occupation: *BARRISTER*

EXECUTED AS A DEED BY
PAUL VERE LINDON
in the presence of:

)
)
)
)
)


.....
Witness Signature

Witness Name: *Ellen Louise Cannon*
Address: *29a Montague Street*
London WC1B 5BL

Occupation: *Personal Assistant*

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
4 BLOOMSBURY PLACE LONDON WC1A 2QA

EXECUTED AS A DEED BY)
WOBURN ESTATES COMPANY LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
~~Director~~/Secretary

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
~~Director~~/Secretary

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

.....
Authorised Signatory



**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

Johanna Molineus Architects
22 Great Chapel Street London W1F
8FR

Application Ref: **2017/6579/P**

05 December 2018

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
4 Bloomsbury Place
London
WC1A 2QA

Proposal:

Extension to basement, reconstruction of existing ground floor rear extension, replacement first floor rear extension, reinstatement of chimney stacks at roof level, installation of 5x AC units at roof level and to rear courtyard, provision of terrace at roof level and erection of balustrading.

Drawing Nos: 257.04-001, 257.04-950, 257.04-100 F, , 257.04-102 B, 257.04-103 D, 257.04-104 D, 257.04-105 D, 257.04-160, 257.04-161, 257.04-150, 257.04-201 E, 257.04-202 B, 257.04-203 D, 257.04-204 D, 257.04-205 P2, 257.04-260 P2, 257.04-261 P2, 257.04-250 P3, 257.04-251 P3, 257.04-101 INFO, 257.04-102 INFO, TPS Building Services Drawings dated November 2017, Johanna Molineus Architects Design and Access Statement, Johanna Molineus Architects photo survey, Acoustic Assessment Report dated 09/11/2017, MNP Basement Construction Method Statement dated November 2017, CampbellReith BIA Audit dated August 2018.

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 and D2 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: 257.04-001, 257.04-950, 257.04-100 F, 257.04-101 E, 257.04-102 B, 257.04-103 D, 257.04-104 D, 257.04-105 D, 257.04-160, 257.04-161, 257.04-150, 257.04-200 F, 257.04-201 E, 257.04-202 B, 257.04-203 D, 257.04-204 D, 257.04-205 D, 257.04-260 F, 257.04-261, 257.04-250 P3, 257.04-251 P3, TPS Building Services Drawings dated November 2017, Johanna Molineus Architects Design and Access Statement, Johanna Molineus Architects photo survey, Acoustic Assessment Report dated 09/11/2017, MNP Basement Construction Method Statement dated November 2017, CampbellReith BIA Audit dated August 2018.

Reason:

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

- 4 The basement works 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 policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposed reconstruction of the rear closet wing at first-floor level is considered acceptable, subject to securing details of the proposed new windows, frames and glazing bars, and a suitable brick match, by conditions attached to the listed building consent. Similarly, the inelegant form of the rear extension at ground floor level does not contribute to the special interest of the property and its reconstruction on the same footprint would help to reinstate its domestic character, which is welcomed.

The proposed roof terrace is not considered harmful in design and conservation terms as it would require no modification to the existing flat roof structure at the site. A late-Victorian timber and wired-glass pitched rooflight would be removed without harm and is also considered acceptable.

Officers are satisfied that the size, scale and design of the proposed stair enclosure at roof level would not be harmful to the special interest of the host building, and its very limited visibility from surrounding streets would ensure no harm is caused to the character of the surrounding conservation area. The reinstatement of the chimneys would be a welcome heritage benefit and would help to balance the additional alterations to the historic character arising from the addition of furniture and railings at roof level.

With regard to the proposed basement, Part (h) of Policy A5 advises that proposed basements should not exceed 50% of the garden, should not extend into the garden further than 50% of the depth of the host building (part j), nor extend into or underneath the garden more than 50% of the depth of the garden (part k). The proposed basement would extend beneath the majority of the existing rear courtyard area at the site, which is contrary to the above guidance.

However, it is noted that the host building is in commercial use and not a residential property with a soft landscaped rear garden, which the aforementioned sections of Policy A5 largely relate to and seek to protect. Furthermore, it is also recognised that the changes proposed for the upper floors, which include the reinstatement of the original staircase and changes to the layout at 3rd floor level, would have a demonstrable public benefit by restoring the listed building to something closer to its original plan form. However, the proposed changes would lead to a loss of usable floorspace at 3rd floor level and officers consider, in this instance, that this loss can be suitably balanced by the provision a similar quantum of basement floorspace at the site.

The Council's third party auditors have reviewed the submitted Basement Impact Assessment. The written audit confirms that there are no hydrogeological or slope stability concerns at the site and the proposed works would not harm the structural stability of the host and neighbouring buildings. The proposal is therefore not considered to cause harm to the natural or built environment, in accordance with the requirements of Policy A5 and CPG - Basements.

The proposed roof terrace is not considered to cause unacceptable levels of overlooking at the site, particularly as it would be set in from the front and rear parapets of the host building, and its location on the roof would restrict views of any windows to the neighbouring commercial properties in Bloomsbury Place. Furthermore, the size, scale and design of the proposed rear extensions would not cause harm to neighbouring amenity in terms of loss of light or outlook.

2 Reason for granting permission (II/II)

The Council's Environmental Health Officer has reviewed the submitted acoustic report and confirmed that the proposed air conditioning units in the rear courtyard would comply with the Council's minimum noise requirements. Whilst the proposed roof plant equipment would not meet the 10dB requirement and therefore comply with the minimum night-time noise requirements of the Local Plan, it is considered acceptable in this instance given the commercial use of the closest adjoining property at No.3.

No objections were received following statutory consultation. The planning history of the site and surrounding area were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the listed building and its features of special architectural or historic interest, under s.66 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

Special regard has also been attached to the desirability of preserving or enhancing the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

As such, the proposal is in general accordance with Policies D1, D2, A1 and A5 of the Camden Local Plan 2017. The proposed development also accords with the policies of the London Plan 2016 and National Planning Policy Framework.

- 3 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).
- 4 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.
- 5 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

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.

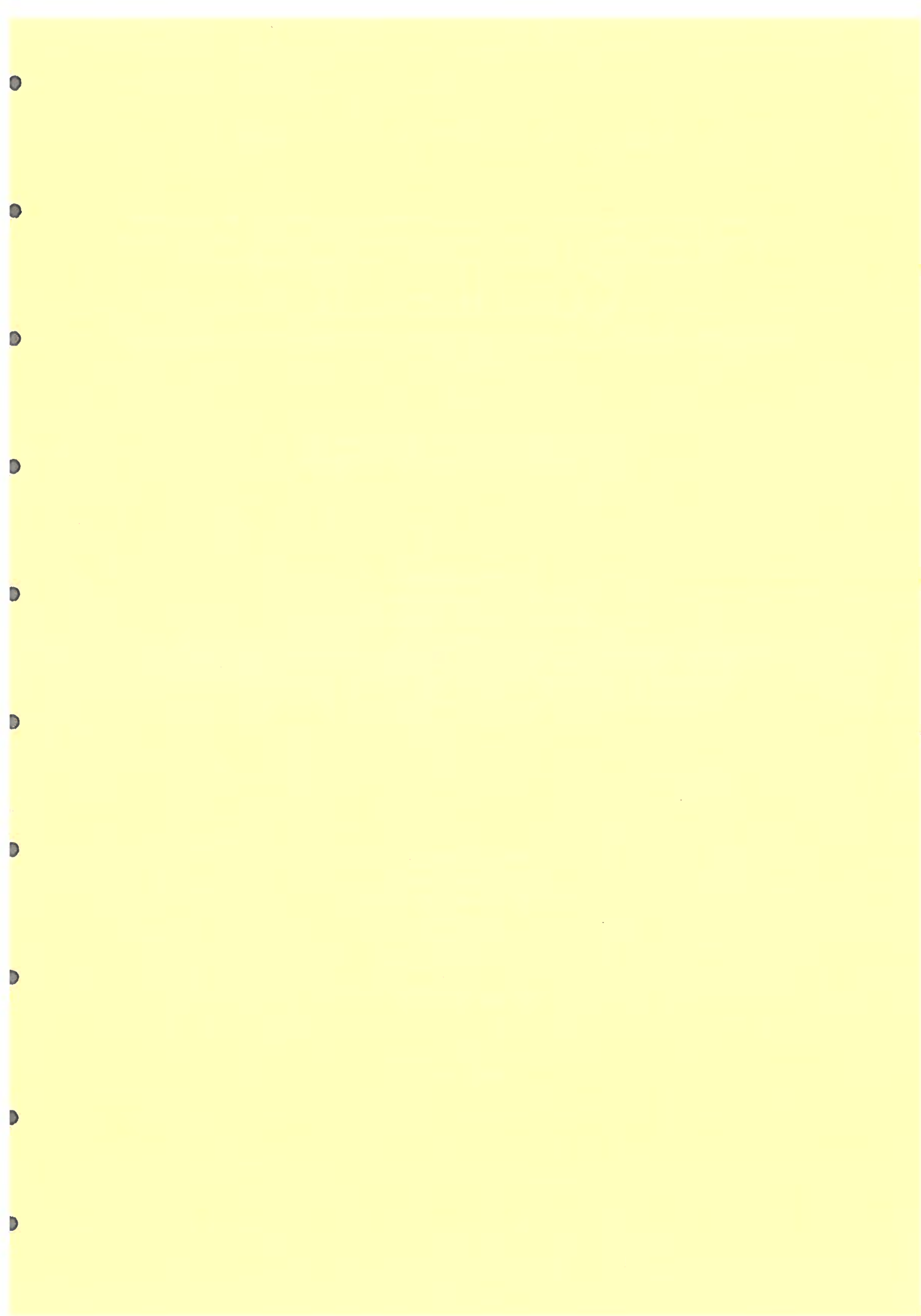
Yours faithfully

Supporting Communities Directorate

4 Bloomsbury Place, London WC1A 2QA



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DATED

04 January

2018

**(1) THE MOST NOBLE HENRIETTA JOAN DOWAGER DUCHESS OF BEDFORD,
THE RIGHT HONOURABLE SIMON ADAM BARON WOLFSON OF ASPLEY GUISE,
THE HONOURABLE NICOLE CAMPBELL AND PAUL VERE LINDON**

and

**(2) WOBURN ESTATES COMPANY LIMITED AND BEDFORD ESTATES NOMINEES
LIMITED**

and

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

A G R E E M E N T

relating to land known as

4 BLOOMSBURY PLACE LONDON WC1A 2QA

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 5826

**CLS/COM/LN/1800.852
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