DATED 21st January **2018/9**

(1) ANNE WOODBURN HAYMAN

(2) GILLIAN WOLMAN

(3) DAVID MARK SAMUELS and **SUMMER-LEE HURWITZ SAMUELS**

(4) RASHMI PATEL and **MAHESH PATEL**

(5) ALEXANDER GORDON MACLEAN and **CLARE PENELOPE MACLEAN**

(6) GERANIUM LIMITED

(7) ACCORD MORTGAGES LIMITED

(8) BARCLAYS BANK PLC

(9) THE MAYOR AND BURGESSES OFTHE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as

2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP
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;
Section 1(1) of the Localism Act 2011 and
Section 278 of the Highways Act 1980 (as amended)

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

Tel: 020 7974 5826

1800.707
FINAL 291118

THIS AGREEMENT is made the 21st day of January 2019

B E T W E E N:

1. **ANNE WOODBURN HAYMAN** of 32A Warwick Avenue London W9 and 2 Upper Park Road London NW3 ("the Freeholder of No. 2")

2. **GILLIAN WOLMAN** of 2A Upper Park Road, London NW3 2UP ("the Freeholder of No. 2A")

3. **DAVID MARK SAMUELS** and **SUMMER-LEE HURWITZ SAMUELS** of 2B Upper Park Road, London NW3 2UP ("the Freeholder of No. 2B")

4. **RASHMI PATEL** and **MAHESH PATEL** of 76 Uphill Road, Mill Hill, London NW7 4QE ("the Freeholder of No. 4")

5. **ALEXANDER GORDON MACLEAN** and **CLARE PENELOPE MACLEAN** of 4A Upper Park Road, London NW3 2UP ("the Freeholder of No. 4A")

6. **GERANIUM LIMITED,** a Company incorporated in Jersey (Co. Regn. No. 16346), whose registered office address is Charter Place, 23-27 Seaton Place, St Helier, Jersey, JE1 1JY and care of Messrs. Speechley Bircham, Bouverie House, 154 Fleet Street, London EC4A 2HX ("Freeholder of No. 4B")

7. **ACCORD MORTGAGES LIMITED** (Company Registration Number: 2139881) of Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ) ("the First Mortgagee")

8. **BARCLAYS BANK PLC.** (Company Registration Number: 9740322) of P.O. Box 187 Leeds LS11 1AN ("the Second Mortgagee")

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

1. **WHEREAS**

1.1 The Freeholder of No. 2 is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 2 Upper Park London NW3 2UP Road and adjacent garage site under Title Number LN110259.

1.2 The Freeholder of No. 2A is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 2A Upper Park Road London NW3 2UP and adjacent garage site under Title Number LN110258.

1.3 The Freeholder of No. 2B is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 2B Upper Park Road London NW3 2UP and adjacent garage site under Title Number LN110257 subject to a charge to the First Mortgagee

1.4 The Freeholder of No. 4 is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 4 Upper Park Road London NW3 2UP and adjacent garage site under Title Number LN110256.

1.5 The Freeholder of No. 4A is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 4A Upper Park Road London NW3 2UP and adjacent garage site under Title Number LN110255 subject to a charge to the Second Mortgagee.

1.6 The Freeholder of No. 4B is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property being 4B Upper Park Road London NW3 2UP and adjacent garage site under Title Number LN110254.

1.7 Each person and party named in clauses 1.1 to 1.6 above shall be known hereinafter collectively and individually as "the Owner" and all obligations contained in this Agreement expressed to be on the part of the Owner shall be enforceable jointly and severally against every party named in 1.1 to 1.6 above.

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

1.9 A Planning Application for the development of the Property was submitted to the Council and validated on 16 November 2017 and the Council resolved to grant permission conditionally under reference number 2017/4162/P subject to the conclusion of this legal Agreement.

1.10 The Council is the local planning authority for the purposes of the Act 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.

1.11 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.12 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.13 The First Mortgagee as mortgagee under a legal charge registered under Title Number LN110257 and dated 13 November 2018 is willing to enter into this Agreement to give its consent to the same.

1.14 The Second Mortgagee as mortgagee under a legal charge registered under Title Number LN110255 and dated 11 June 2008 is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980

2.3	"the Development"	Erection of roof extensions and front balconies (at nos.2 - 4b Upper Park Road inclusive) and erection of 3 single-storey extensions at rear ground floor level (at 2, 4 and 4b Upper Park Road) to terrace of houses (Class C3) as shown on drawing numbers: Drawing 001 dated Feb 2018, Drawing 002 dated Feb 2018, Drawing 003d dated Feb 2018, Drawing 04e dated Feb 2018, Drawing 05d dated Feb 2018, Drawing 006 dated Feb 2018, Drawing 07g dated Feb 2018, Drawing 8b dated Feb 2018, Drawing 09e dated Feb 2018, Drawing 10 dated Feb 2018, Drawing 12e dated March 2018, Drawing 13c dated Feb 2018, Drawing 014e dated Feb 2018, Drawing 17c dated Feb 2018, Drawing 22 dated Sept 2017, Drawing 23a dated Feb 2018, Drawing 27b dated Feb 2018, Drawing 29b dated Feb 2018, Drawing 41b dated March 2018, Drawing 42b dated Feb 2018, Drawing 43a dated Feb 2018, Drawing 45b dated Feb 2018, Drawing 46a dated Feb 2018, Arboricultural Impact Assessment dated 17th April 2018, Design and Access Statement dated 10.07.17, Sun Path Study.

2.4	"the Highways Contribution"	the sum of £2,307.16 (two thousand three hundred and seven pounds and sixteen pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):- (a) repair and resurfacing of the Public Highway and vehicular crossover adjacent to the Property following completion in the event of any damage occurring as result of the Development; (b) any other works the Council acting reasonably requires as a direct result of the Development; all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u>
2.5	"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
2.6	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	means the Council, the Freeholder of No. 2, the Freeholder of No. 2A, the Freeholder of No. 2B, the Freeholder of No. 4, the Freeholder of No. 4A, the Freeholder of No. 4B, the First Mortgagee and the Second Mortgagee
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 16th November 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4162/P subject to conclusion of this Agreement
2.10	"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
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as Nos 2, 2A, 2B, 4, 4A and 4B Upper Park Road London NW3 2UP the same as shown shaded grey on the plan annexed hereto
2.13	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.14	"the Roof and Balcony Extension"	that part of the Development comprising the erection of the roof extensions and front balconies to be constructed at each of Nos. 2, 2A, 2B, 4, 4A and 4B Upper Park Road London NW3 2UP

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 donating 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, 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 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

Each person and party comprising the Owner hereby covenants with the Council to strictly comply with all the terms of the following obligations in respect of the Property and the Development:-

4.1 SIMULTANEOUS DEVELOPMENT

4.1.1 Prior to Implementation to submit to the Council for approval written evidence that there is an enforceable building contract in place which secures to the Council's satisfaction that the building contractor under the terms of that building contract is obliged to complete the Roof and Balcony Extension in its entirety within 12 (twelve) months of the Implementation Date such evidence to be accompanied by certification from a solicitor of the Senior Courts of England and Wales that the building contract is validly executed and effectively secures the completion of the Roof and Balcony Extension within 12 (twelve) months of the Implementation Date.

4.1.2 Not to Implement Development until the Council has approved in writing evidence of the building contract submitted in accordance with clause 4.1.1 above.

4.1.3 To have an absolute and non-negotiable obligation to carry out and fully complete all of the works comprised in the Roof and Balcony Extension in its entirety to the reasonable satisfaction of the Council within 12 (twelve) months of the Implementation Date.

4.1.4 Without prejudice to the Council's right to fully and separately enforce the absolute obligation at 4.1.3, not to Occupy or permit Occupation of any area of the Development whatsoever until such time as the Council has served written notice on the Owner that in the reasonable opinion of the Council all works comprised in the Development have been carried out and completed to the reasonable satisfaction of the Council ALWAYS PROVIDED THAT the Council agrees to serve written notice confirming whether or not the requirements of this clause have been met as soon as possible after notification from the Owner pursuant to clause 5.2.

4.1.5 Each person and party comprising the Owner hereby certifies that they (i) recognise and understand the strict and absolute terms of the obligations that this Agreement places on them (ii) have received professional advice in respect of the implications

of entering into such obligations and (iii) having regard to that advice agree to strictly comply with those obligations.

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

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

4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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

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

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/4162/P the date upon which the Development will be ready for Occupation.

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

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

5.5 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.

5.6 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 2017/4162/P.

5.7 Payment of the Highways Contribution pursuant to 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 2017/4162/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 Owner.

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 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

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

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 2017/4162/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, the First Mortgagee, the Second Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

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

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

7. **MORTGAGEE EXEMPTION**

7.1 The First Mortgagee and Second Mortgagee hereby consent to the completion of this Agreement and each agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that the First Mortgagee or Second Mortgagee becomes a mortgagee in possession of that part of the Property upon which their respective charge is held.

8. **JOINT AND SEVERAL LIABILITY & LEGAL ADVICE CERTIFICATION**

8.1 All Covenants made by the Freeholder of No. 2, the Freeholder of No. 2A, the Freeholder of No. 2B, the Freeholder of No. 4, the Freeholder of No. 4A and the Freeholder of No. 4B in this Agreement are made jointly and severally and shall be enforceable as such so that if any party defaults in any obligation under this Agreement all covenants expressed as being on the part of the Owner shall be fully enforceable against all or any of the individuals comprising the Owner or their successors in title or the First Mortgagee or Second Mortgagee or its successor (subject to clause 7 above) shall be liable for the breach AND IT IS FURTHER certified by all individuals comprised in the Owner that each such individual has received specific legal advice as to the consequences of this clause for them as individuals and fully understand its implications and accept that the Council having regard to its adopted planning policies has only agreed to enter into this Agreement on the basis that each individual comprising the Owner fully acknowledges that it may be equitable to strictly enforce the obligations.

9. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
ANNE WOODBURN HAYMAN)
in the presence of:)

P.o.A

.....
Witness Signature

Witness Name: ALEX MACLEAN

Address: 4A UPPER PARK RD

Occupation: DIRECTOR

EXECUTED AS A DEED BY)
GILLIAN WOLMAN)
in the presence of:)

.....
Witness Signature

Witness Name: CLARE MACLEAN

Address: 4A UPPER PARK ROAD BELSIZE PARK, LONDON NW3 2UP

Occupation: POST PRODUCTION SUPERVISOR

EXECUTED AS A DEED BY)
DAVID MARK SAMUELS)
in the presence of:)

.....
Witness Signature

Witness Name: STEVEN HURWITZ

Address: 6 SHARPLESHALL STREET, LONDON NW1 8YL

Occupation: COMPANY DIRECTOR

CONTINUATION OF S106 AGREEMENT RELATING TO LAND KNOWN AS 2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP

EXECUTED AS A DEED BY)
SUMMER-LEE HURWITZ SAMUELS)
in the presence of:)

.....
Witness Signature

Witness Name: STEVEN HURWITZ

Address: 6 SHARPLESHALL STREET, LONDON NW1 8YL

Occupation: COMPANY DIRECTOR

EXECUTED AS A DEED BY)
RASHMI PATEL)
in the presence of:)

.....
Witness Signature

Witness Name: A G. MACLEAN

Address: 4A UPPER PARK RD

Occupation: DIRECTOR

EXECUTED AS A DEED BY)
MAHESH PATEL)
in the presence of:)

.....
Witness Signature

Witness Name: Juliya Ace

Address: 21 Fotheryill Drive N21 1ST

Occupation: Receptionist.

CONTINUATION OF S106 AGREEMENT RELATING TO LAND KNOWN AS 2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP

EXECUTED AS A DEED BY)
ALEXANDER GORDON MACLEAN)
in the presence of:)

.....
Witness Signature

Witness Name: ROBERT CORDEN

Address: 24A Belsize Park Gardens NW3 4LH

Occupation: Antique Dealer

EXECUTED AS A DEED BY)
CLARE PENELOPE MACLEAN)
in the presence of:)

.....
Witness Signature

Witness Name: LUCIE ALLISON

Address: 24a Belsize Park Gardens

Occupation: Designer

EXECUTED AS A DEED FOR AND ON)
BEHALF OF GERANIUM LIMITED)
By CS Directors Limited)
As corporate director of)
GERANIUM LIMITED)
in the presence of:-)

.....

EXECUTED AS A DEED BY)
ACCORD MORTGAGES LIMITED)
By)
in the presence of:-

.....

by authority of the board of directors

CONTINUATION OF S106 AGREEMENT RELATING TO LAND KNOWN AS 2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP

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

.....

Signed for and on behalf of BARCLAYS BANK UK PLC by
Yvonne McKue
as duly appointed Attorney under a Power of Attorney
dated 6/4/11
in the presence of
Witness

Samantha Hall SHall

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

F. Alexander
.....

Authorised Signatory

Camden

Regeneration and Planning
Development Management
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Mr Alex Maclean
4a Upper Park Road
Belsize Park
London
NW3 2UP

Application Ref: **2017/4162/P**

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:
2
2A
2B
4
4A
4B Upper Park Road
London
NW3 2UP

Proposal:
Erection of roof extensions and front balconies (at nos.2 - 4b Upper Park Road inclusive) and erection of 3 single-storey extensions at rear ground floor level (at 2, 4 and 4b Upper Park Road) to terrace of houses (Class C3).

Drawing Nos: Drawing 001 dated Feb 2018, Drawing 002 dated Feb 2018, Drawing 003d dated Feb 2018, Drawing 04e dated Feb 2018, Drawing 05d dated Feb 2018, Drawing 006 dated Feb 2018, Drawing 07g dated Feb 2018, Drawing 8b dated Feb 2018, Drawing 09e dated Feb 2018, Drawing 10 dated Feb 2018, Drawing 12e dated March 2018, Drawing 13c dated Feb 2018, Drawing 014e dated Feb 2018, Drawing 17c dated Feb 2018, Drawing 22 dated Sept 2017, Drawing 23a dated Feb 2018, Drawing 27b dated Feb 2018, Drawing 29b dated Feb 2018, Drawing 41b dated March 2018, Drawing 42b dated Feb 2018, Drawing 43a dated Feb 2018, Drawing 45b dated Feb 2018, Drawing 46a dated Feb 2018, Arboricultural Impact Assessment dated 17th April 2018, Design and Access Statement dated 10.07.17, Sun Path Study.

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 The development hereby permitted shall be carried out in accordance with the following approved plans:
Drawing 001 dated Feb 2018, Drawing 002 dated Feb 2018, Drawing 003d dated Feb 2018, Drawing 04e dated Feb 2018, Drawing 05d dated Feb 2018, Drawing 006 dated Feb 2018, Drawing 07g dated Feb 2018, Drawing 8b dated Feb 2018, Drawing 09e dated Feb 2018, Drawing 10 dated Feb 2018, Drawing 12e dated March 2018, Drawing 13c dated Feb 2018, Drawing 014e dated Feb 2018, Drawing 17c dated Feb 2018, Drawing 22 dated Sept 2017, Drawing 23a dated Feb 2018, Drawing 27b dated Feb 2018, Drawing 29b dated Feb 2018, Drawing 41b dated March 2018, Drawing 42b dated Feb 2018, Drawing 43a dated Feb 2018, Drawing 45b dated Feb 2018, Drawing 46a dated Feb 2018, Arboricultural Impact Assessment dated 17th April 2018, Design and Access Statement dated 10.07.17, Sun Path Study.

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

3 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

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 (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 during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

5 The 1.6 metre high front balcony screens hereby approved shall be erected prior to commencement of use of the balconies and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

6 The window in the flank wall of the proposed development hereby approved shall be obscure glazed and fixed so that it is non-openable at a height less than 1.7 metres above the finished floor level and shall be permanently maintained as such.

Reason: To safeguard the residential amenity of neighbouring occupiers in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

7 No part of the flat roof area of the single storey rear extensions hereby approved shall be used as a roof terrace. Any access out onto this area shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement of policy A1 of the Camden Local Plan 2017.

8 Prior to the commencement of any works on site, a tree protection plan to reflect the measures set out in the arboricultural implications assessment and arboricultural method statement by Gifford Tree Services dated 17/04/2018, demonstrating how trees to be retained shall be protected during construction work, shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in relation to design, demolition and construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

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

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

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

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

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.

Executive Director Supporting Communities

5 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.

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

Executive Director Supporting Communities

Zishaan Siddique, Customer Agent
John Craig Muspratt, Senior Customer Agent
John Lyons, Senior Customer Agent
Vicky Johnstone, Senior Customer Agent
Gail Cooper, Customer Agent

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

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

This Power of Attorney revokes and replaces the Power of Attorney that was executed on 01 September 2017.

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

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

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

.....
Assistant Secretary of Barclays PLC
Authorised Sealing Officer of Barclays Bank UK PLC

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

For Barclays Bank UK Plc
Manager

Date .....21/12/18.....

By this POWER OF ATTORNEY made by deed on 6 April 2018, we, Barclays Bank UK PLC, a company incorporated in United Kingdom and registered in England (registered number 9740322), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

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

ACCORD MORTGAGES

Particulars of Execution

Date of Sealing _____02 January 2019_____

Seal Countersigned by :	**Witnessed by:**
Bradford	
John Bristow – Team Manager	John Bristow – Team Manager
Wais Fawad – CSC Administrator	Wais Fawad – CSC Administrator
Kasia Groborz-Manu – CSC Administrator	**Kasia Groborz-Manu – CSC Administrator**
Michael Langley – CSC Administrator	Michael Langley – CSC Administrator
Steven Fountain – CSC Administrator	Steven Fountain – CSC Administrator
Stephen White – CSC Administrator	Stephen White – CSC Administrator
Sara Dowson – CSC Administrator	Sara Dowson – CSC Administrator
Bruce Duthie– CSC Administrator	Bruce Duthie– CSC Administrator
Jenna Hiles– Team Manager	Jenna Hiles– CSC Administrator
Theresa Yeatman– CSC Administrator	Theresa Yeatman- CSC Administrator
Amjid Younis - CSC Administrator	Amjid Younis - CSC Administrator
Janette Foster- CSC Administrator	Janette Foster- CSC Administrator

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Barclays Bank UK PLC
was affixed in the Execution of this Deed
in the presence of:

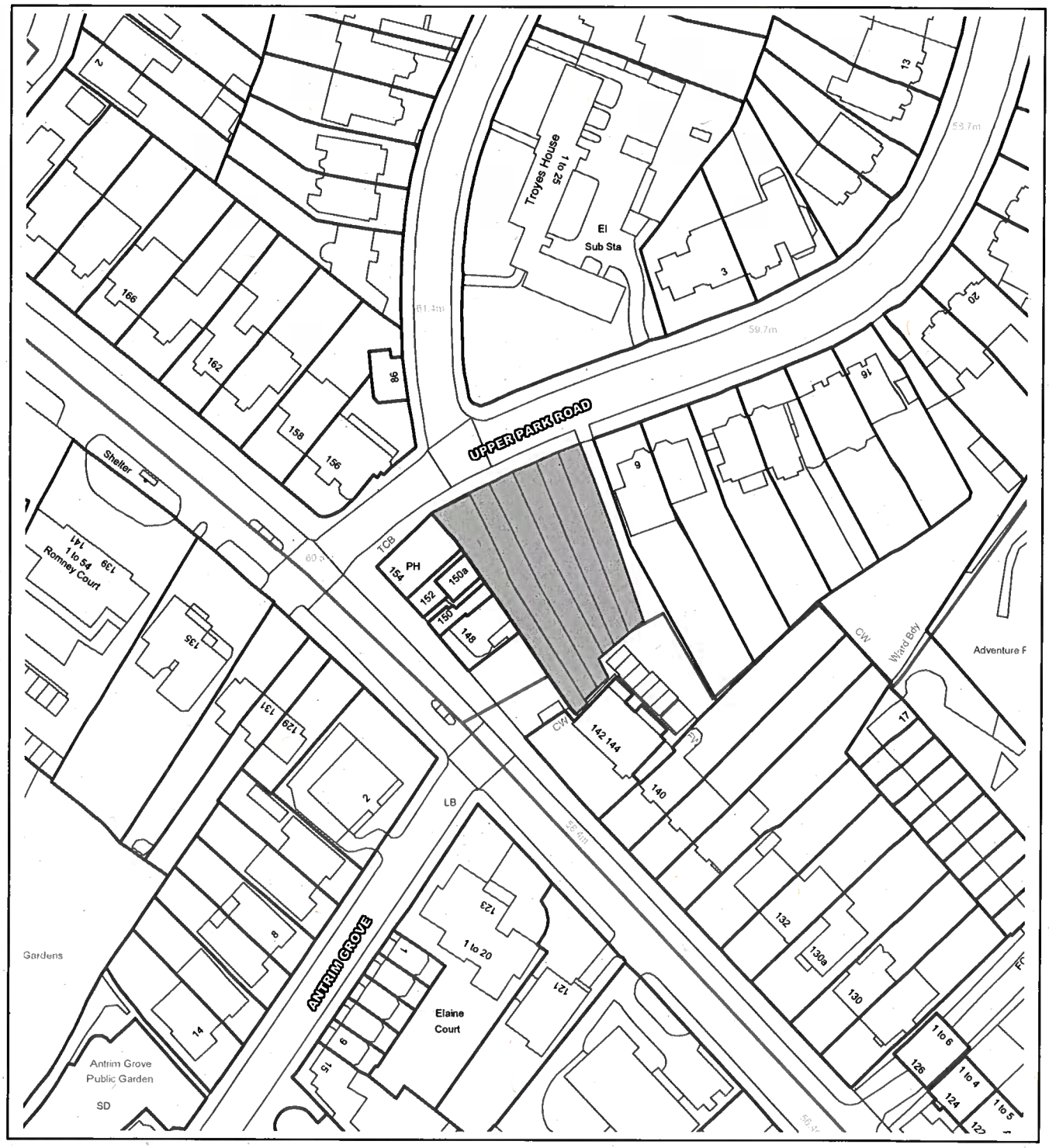
.....
Assistant Secretary of Barclays PLC
Authorised Sealing Officer of Barclays Bank UK PLC

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

For Barclays Bank UK Plc
Manager

Date 21/12/16

2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP
2017/4162/P



DATED 21st January **2018/9**

(1) ANNE WOODBURN HAYMAN

(2) GILLIAN WOLMAN

(3) DAVID MARK SAMUELS and **SUMMER-LEE HURWITZ SAMUELS**

(4) RASHMI PATEL and **MAHESH PATEL**

(5) ALEXANDER GORDON MACLEAN and **CLARE PENELOPE MACLEAN**

(6) GERANIUM LIMITED

(7) ACCORD MORTGAGES LIMITED

(8) BARCLAYS BANK PLC

(9) THE MAYOR AND BURGESSES OFTHE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as

2, 2A, 2B, 4, 4A, 4B UPPER PARK ROAD LONDON NW3 2UP

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;
Section 1(1) of the Localism Act 2011 and
Section 278 of the Highways Act 1980 (as amended)

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