

DATED

2 August

2019

**(1) TOTALASSIST COMPANY LIMITED**

and

**(2) PETER KLIMT AND LORNA KLIMT**

and

**(3) BARCLAYS BANK UK PLC**

and

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

**A G R E E M E N T**

**relating to land known as**

**FLAT A 10 ELSWORTHY ROAD LONDON NW3 3DJ**

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;

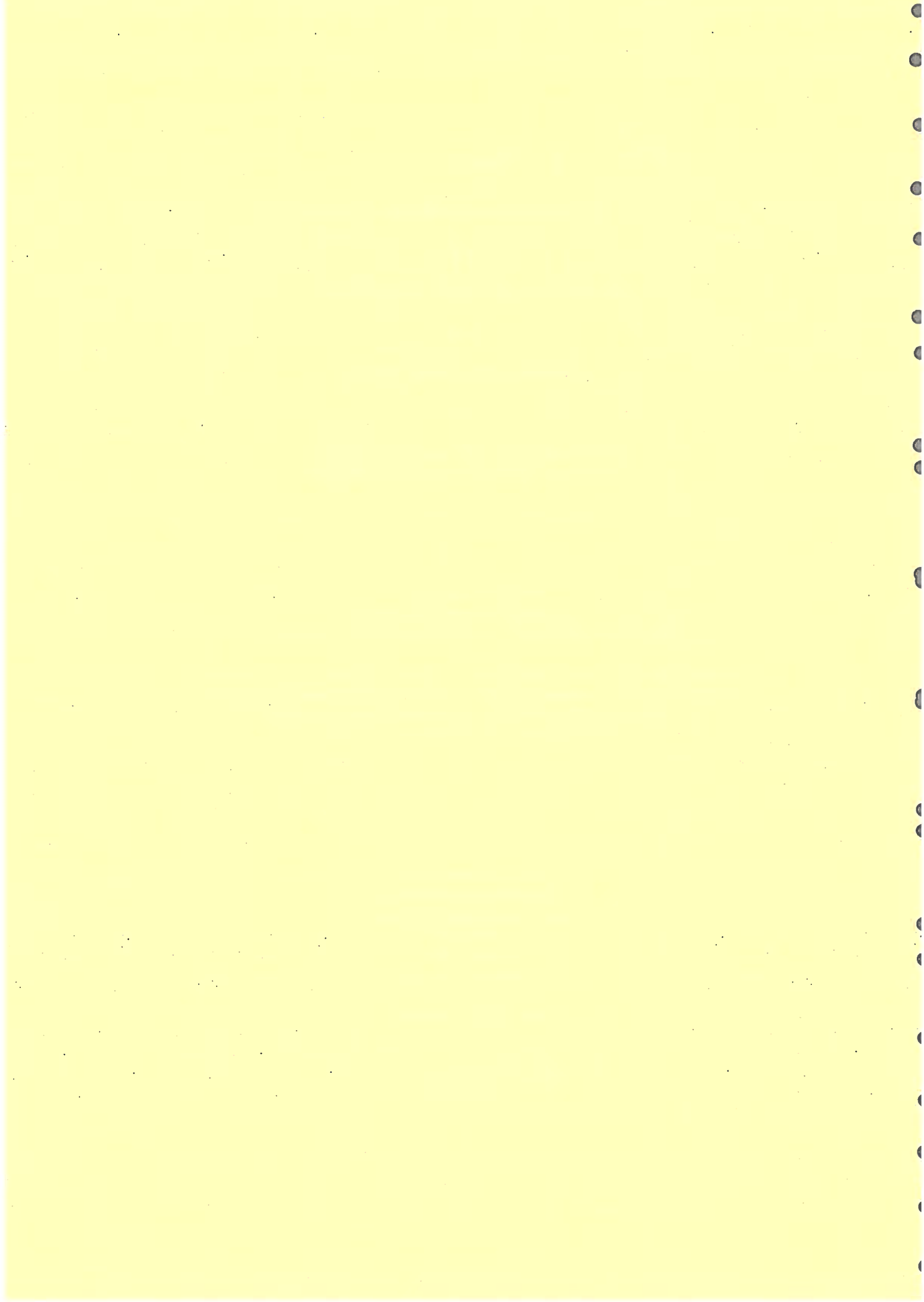
Section 111 of the Local Government Act 1972; and

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/1800.912  
s106 FINAL



THIS AGREEMENT is made the 2<sup>nd</sup> day of August 2019

**B E T W E E N:**

- A. **TOTALASSIST COMPANY LIMITED** (Co. Regn. No. 02808103) whose registered office is at 49 Welbeck Street London W1G 9XN (hereinafter called "the Freeholder") of the first part
- B. **PETER KLIMT AND LORNA KLIMT** of 49 Welbeck Street London W1G 9XN (hereinafter called "the Leaseholder") of the second part
- C. **BARCLAYS BANK UK PLC** (Co. Regn. No. 9740322) of Mortgage Loan Services (Buy to Let) P.O. Box 274, Leeds LS11 1FR (hereinafter called "the Mortgagee") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 NGL719018.
- 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 NGL964501 subject to a charge to the Mortgagee.
- 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 26 January 2018 and the Council resolved to grant permission conditionally under reference number 2018/0423/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.
- 1.9 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.
- 1.10 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL964501 and dated 20 October 2016 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.3	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking any demolition and the construction of the

		<p>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 the 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 on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Elsworthy Road Conservation Area features;</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) 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>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) identifying means of ensuring the provision of</p>
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		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 Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.6	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes any demolition</p>
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 single storey ground floor rear and side extensions; Excavation of basement extension including formation of front and rear lightwells; Erection of front garden bin and cycle store as shown on drawing numbers:- Site Location Plan (ER. 001), ER.002, ER.010A, ER.011A, ER.012A, ER.020A, ER.021A, ER.030A, ER.040A, ER.102 B, ER.110 A, ER.111 B, ER.112 B, ER.120, ER.121 C, ER.130 A, ER.141, Basement Impact Assessment LBH4482 Ver 2.0 (Sep 2017), 4512 S-L-SK 10, 4512 S-D-01, Structural Planning Calculations (Oct 2017), Arboricultural Implications Assessment J
2.9	"the Highways Contribution"	the sum of £3,422 (three thousand four hundred and twenty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be

		<p>applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") to include costs associated with the following:-</p> <p>(a) replacing kerbing and repaving footway adjacent to the Property; and</p> <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the Development</p> <p>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 excludes any statutory undertakers costs</p>
2.10	"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
2.11	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.12	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.13	"the Parties"	mean the Council the Owner and the Mortgagee
2.14	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 26 January 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/0423/P subject to conclusion of this Agreement
2.15	"Planning"	a planning officer of the Council from time to time allocated

	Obligations Monitoring Officer"	to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.16	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.17	"the Property"	the land known as Flat A 10 Elsworthy Road London NW3 3DJ the same as shown shaded grey on the plan annexed hereto
2.18	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense

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, 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 use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.

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 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) 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:

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the 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 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 Owner shall forthwith take any steps required to remedy such non-compliance.

## **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 allow Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly 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 reasonably and properly expended by the Council.

- 4.2.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2018/0423/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 2018/0423/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution and the Highways Contribution pursuant to Clauses 4.1 and 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 2018/0423/P. Electronic Transfer to 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 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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2018/0423/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 Following the performance and full satisfaction of all obligations and terms of this Agreement the Council will on the written request by the Owner cancel all entries made in the Local Land Charges Register in respect of this Agreement.

6.4 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.

6.5 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.



- 6.6 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.
- 6.7 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.8 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.
- 6.9 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.
- 6.10 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

## **7. MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.5 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

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 the Mortgagee have executed this instrument as their Deed the day and year first before written

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

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY  
PETER KLIMT  
in the presence of:

.....  
Witness Signature

Witness Name:

Address:

Occupation:

Vanessa Lopez

49 Welbeck Street, London W1G 9XN

PA

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO  
FLAT A 10 ELSWORTHY ROAD LONDON NW3 3DJ

EXECUTED AS A DEED BY  
LORNA KLIMT  
in the presence of:

)  
)  
)

*Lorna Klimt*

.....  
Witness Signature

Witness Name: *Angela Welch*

Address: *49 WILKINSON STREET  
LONDON W1G 9RN*

Occupation: *P.A.*

Signed for and on behalf of  
BARCLAYS BANK UK PLC  
by  
as duly appointed Attorney under a  
Power of Attorney  
Dated *07.04.2019*  
in the presence of:

)  
)  
)  
)  
)  
)  
)

*[Signature]*

Stephen Hall

Yvonne McKue

*[Signature]*

.....  
Witness Signature

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

)  
)  
)  
)  
)

.....  
*[Signature]*  
Authorised Signatory



**THE FIRST SCHEDULE  
Pro Forma  
Construction Management Plan**

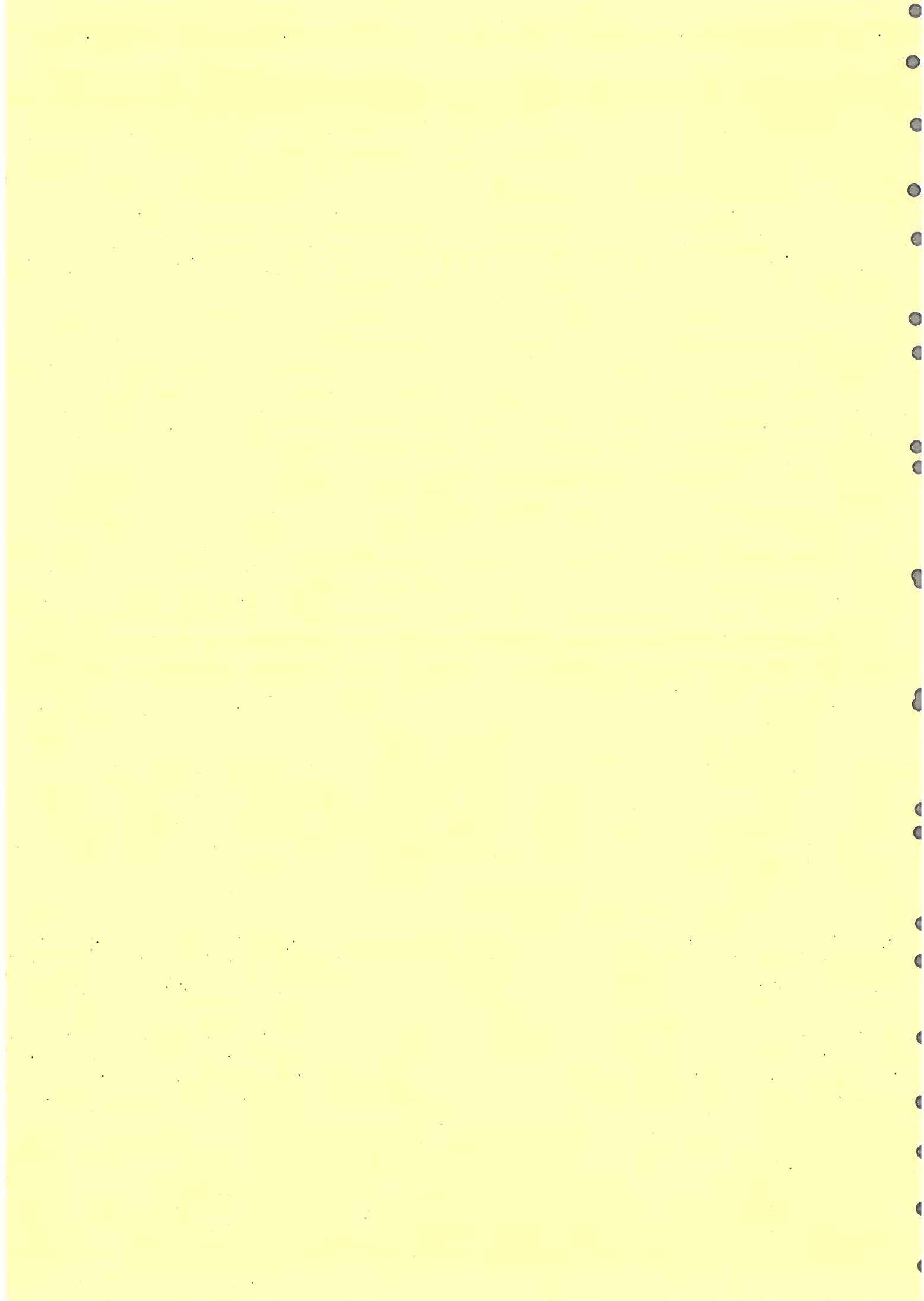
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of 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**





# NORTHGATE SE GIS Print Template



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Signed for and on behalf of BARCLAYS BANK UK PLC by

**Stephen Hall**

as duly appointed Attorney under a Power of Attorney

dated 03.04.2011 in the presence of

Witness

**Vienna McKue**

Witness  
dated  
as duly signed and attested under a Power of Attorney  
Stephen Hall  
Signed for and in behalf of BARCLAYS BANK UK PLC by

Zac Monro Architects  
49 Effra Road  
London  
SW2 1BZ

Application Ref: **2018/0423/P**

25 June 2019

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:  
**Flat A**  
**10 Elsworthy Road**  
**LONDON**  
**NW3 3DJ**

**Proposal:**

Erection of single storey ground floor rear and side extensions; Excavation of basement extension including formation of front and rear lightwells; Erection of front garden bin and cycle store

Drawing Nos: Site Location Plan (ER. 001), ER.002, ER.010A, ER.011A, ER.012A, ER.020A, ER.021A, ER.030A, ER.040A, ER.102 B, ER.110 A, ER.111 B, ER.112 B, ER.120, ER.121 C, ER.130 A, ER.141, Basement Impact Assessment LBH4482 Ver 2.0 (Sep 2017), 4512 S-L-SK 10, 4512 S-D-01, Structural Planning Calculations (Oct 2017), Arboricultural Implications Assessment J

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: Site Location Plan (ER. 001), ER.002, ER.010A, ER.011A, ER.012A, ER.020A, ER.021A, ER.030A, ER.040A, ER.102 B, ER.110 A, ER.111 B, ER.112 B, ER.120, ER.121 C, ER.130 A, ER.141, Basement Impact Assessment LBH4482 Ver 2.0 (Sep 2017), 4512 S-L-SK 10, 4512 S-D-01, Structural Planning Calculations (Oct 2017), Arboricultural Implications Assessment

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

- 4 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. The sustainable urban drainage system shall achieve greenfield run-off rates, unless demonstrated to be not feasible. The system shall be implemented in accordance with the details approved and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 5 The flat roofed areas of the approved extensions shall not be used as roof terraces, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent overlooking into adjoining properties in accordance with policy A1 of the Camden Local Plan 2017.

- 6 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with approved drawing J53.97/01. The protection shall remain in place for the duration of works on site.

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.

- 7 The development 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.

- 8 Prior to occupation of the basement, an acoustic report (with respect to the noise and vibration impact from the adjacent rail tunnel on the habitable basement accommodation) shall be submitted to and approved by the local planning authority in writing. The acoustic report shall demonstrate that noise does not exceed 39 dB LAMax (slow) as measured in the centre of the bedroom and that internal vibration levels in bedrooms from train pass-bys does not exceed 0.4 VDV ms<sup>-1.75</sup> during daytime/evening and 0.13 VDV ms<sup>-1.75</sup> during night time and identify any necessary mitigation required. Any such mitigation shall be implemented strictly in accordance with the approved scheme and retained as such thereafter.

Reason: To protect future occupiers of the development from noise and vibration disturbance arising in connection with the adjacent rail tunnel in accordance with policy A4 of the London Borough of Camden Local Plan 2017.

- 9 The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of the BIA (Basement Impact Assessment (LBH4482 Ver 2.0) prepared by LBH Wembley dated September 2017) hereby approved, including but not limited to the monitoring requirements in section 8 and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1 (very slight).

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.



- 10 No development shall take place until details of a replacement tree have been submitted to and approved by the local planning authority in writing. The replacement tree planting shall not be carried out otherwise than in accordance with the details thus approved by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3 and D1 of the London Borough of Camden Local Plan 2017.

**DRAFT**

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.

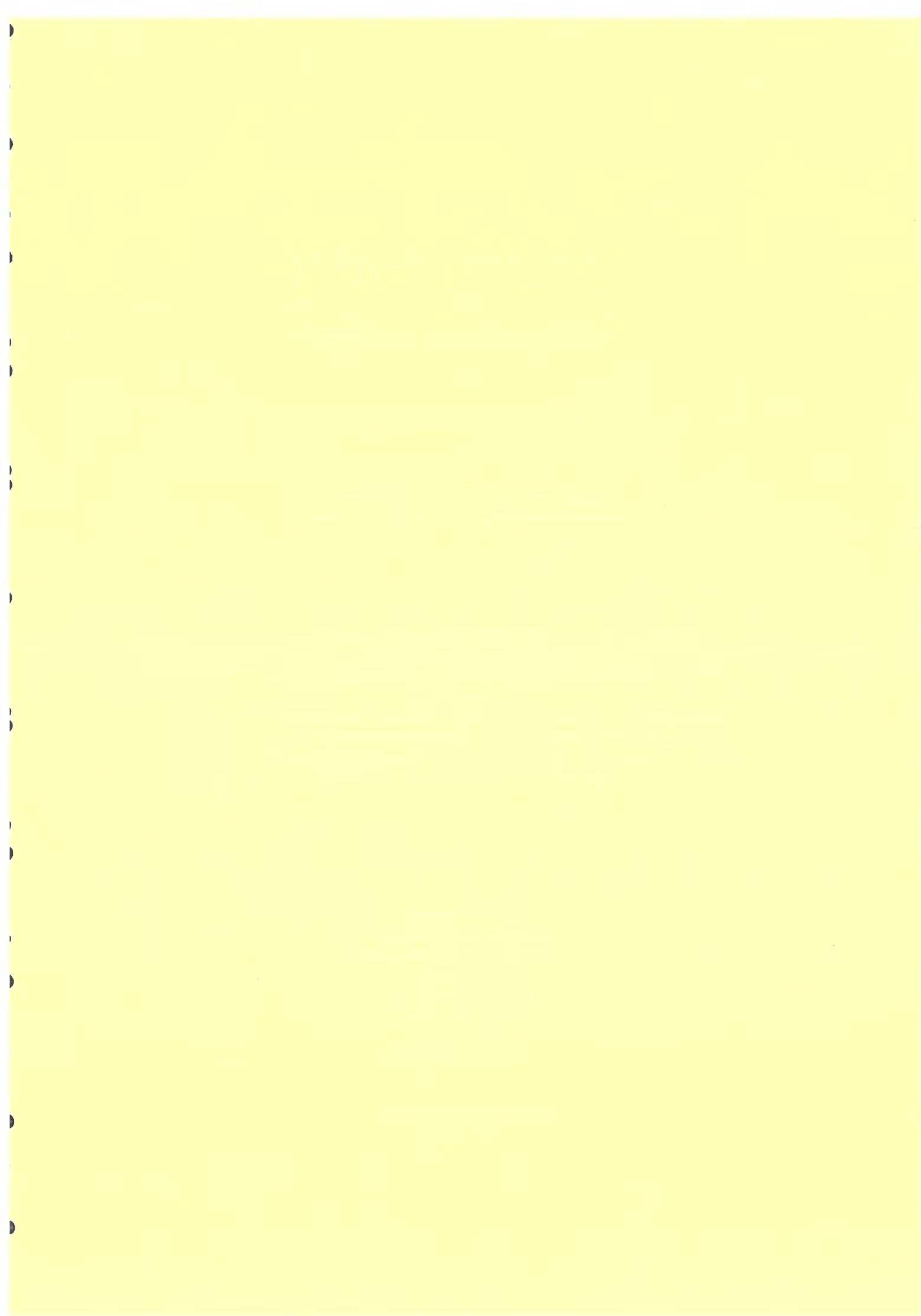
Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**





DATED

2 August

2019

**(1) TOTALASSIST COMPANY LIMITED**

and

**(2) PETER KLIMT AND LORNA KLIMT**

and

**(3) BARCLAYS BANK UK PLC**

and

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

**A G R E E M E N T**

relating to land known as

**FLAT A 10 ELSWORTHY ROAD LONDON NW3 3DJ**

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

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