

DATED **28 AUGUST** 2019

(1) AKELIUS UK TWELVE LIMITED

and

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

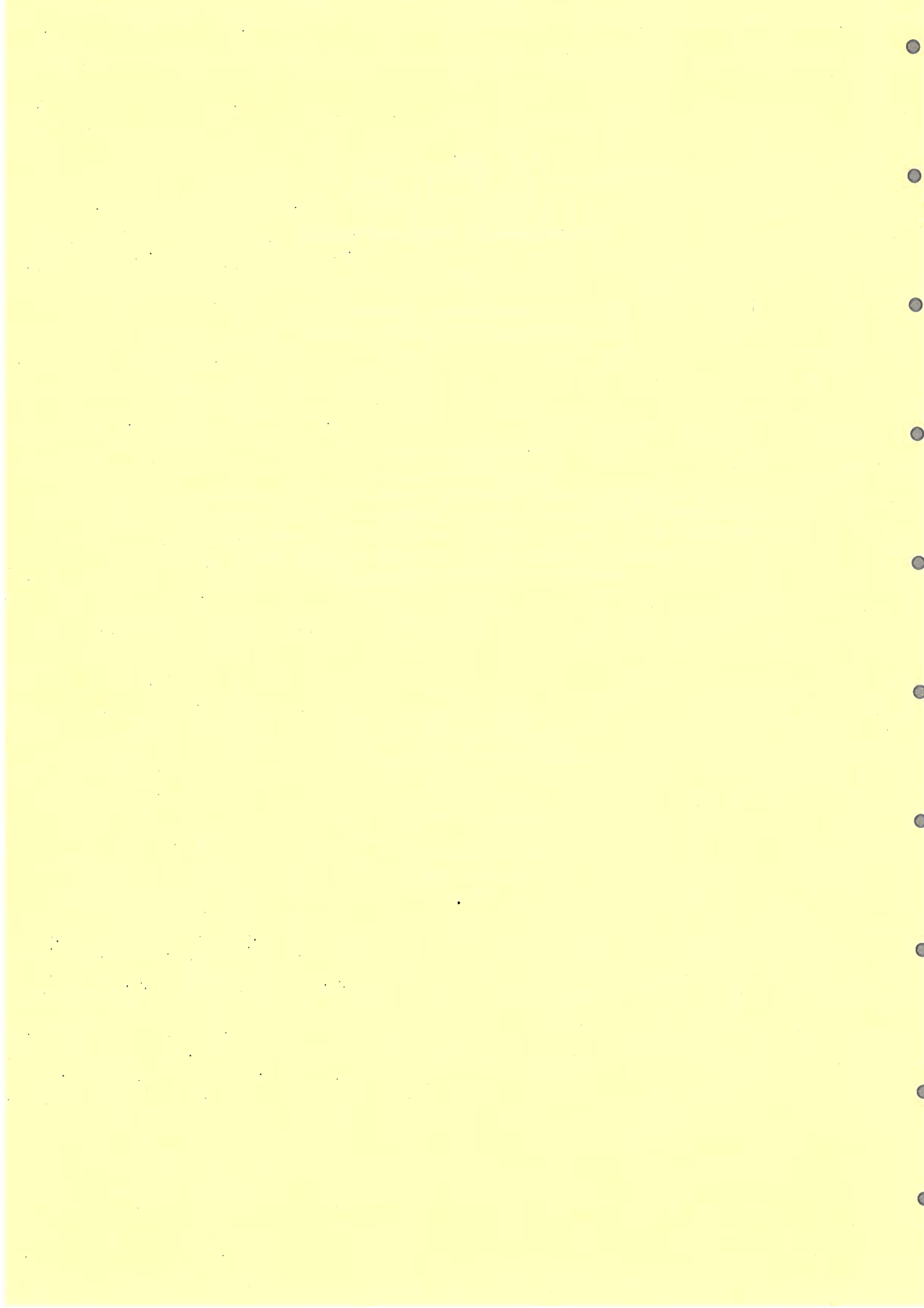
A G R E E M E N T

relating to land known as

**17 and 18 Thurlow Road, Hampstead, London NW3 5PL 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 5680
CLS/COM/HM/1800.1176
FINAL



THIS AGREEMENT is made the 28th day of AUGUST 2019

BETWEEN:

- A. **AKELIUS UK TWELVE LIMITED** (Co. Regn. No. 09427079) whose registered office is at 10 Bloomsbury Way, London, England, WC1A 2SL (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL229540.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 19/09/2018 and the Council resolved to grant permission conditionally under reference number 2018/4520/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the 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 Development"	excavation of existing raised garden area (on eastern side adjoining no.16) and erection of basement floor rear extension with green roof above to create a one bedroom two person flat (Class C3); excavation of existing raised garden area (on western side adjoining no.19) to create enlarged patio terrace; rebuilding of front entrance portico, and alterations to side bin store; landscaping of front forecourt and rear garden as shown on drawing numbers:- Pavilion Court existing and proposed portico visuals; letter dated 7.1.18 from Richard Tant; 4733-SK01; location plan; 01.001A, 002A, 012C; 03.001A, 002C, 003A, 004A, 005A; EX.01.001, 002, 012C; EX.03.001, 002, 003, 004A, 005A; Tree survey etc report dated 19.9.18 by Haydens, 6986-D-AIA; 01.500
2.4	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
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council and the Owner
2.7	"Plan 1"	the plan annexed hereto marked as Plan 1
2.8	"Plan 2"	the plan annexed hereto marked as Plan 2

2.9	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 19/09/2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/4520/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 17-18 Thurlow Road London NW3 5PL the same as shown shaded grey on the plan annexed hereto
2.13	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.14	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.
- 4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

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 2018/4520/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 reasonable 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.

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2018/4520/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.

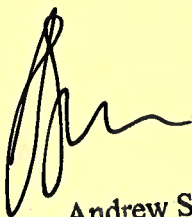
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise 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. RIGHTS OF THIRD PARTIES

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

**EXECUTED AS A DEED by
AKELIUS UK TWELVE LIMITED
acting by:**

) 
Director..... **Andrew Speller**
Director.....

Name in block capitals
**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
17 AND 18 THURLOW ROAD, HAMPSTEAD, LONDON NW3 5PL**

in the presence of:

Signature of Witness *Paul Cundy*

Name in block capitals ~~Paul Cundy~~ ^{PC} *PAUL GRUNDY*

Address: *65 LORRIMORE ROAD, SE17 3LZ*

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

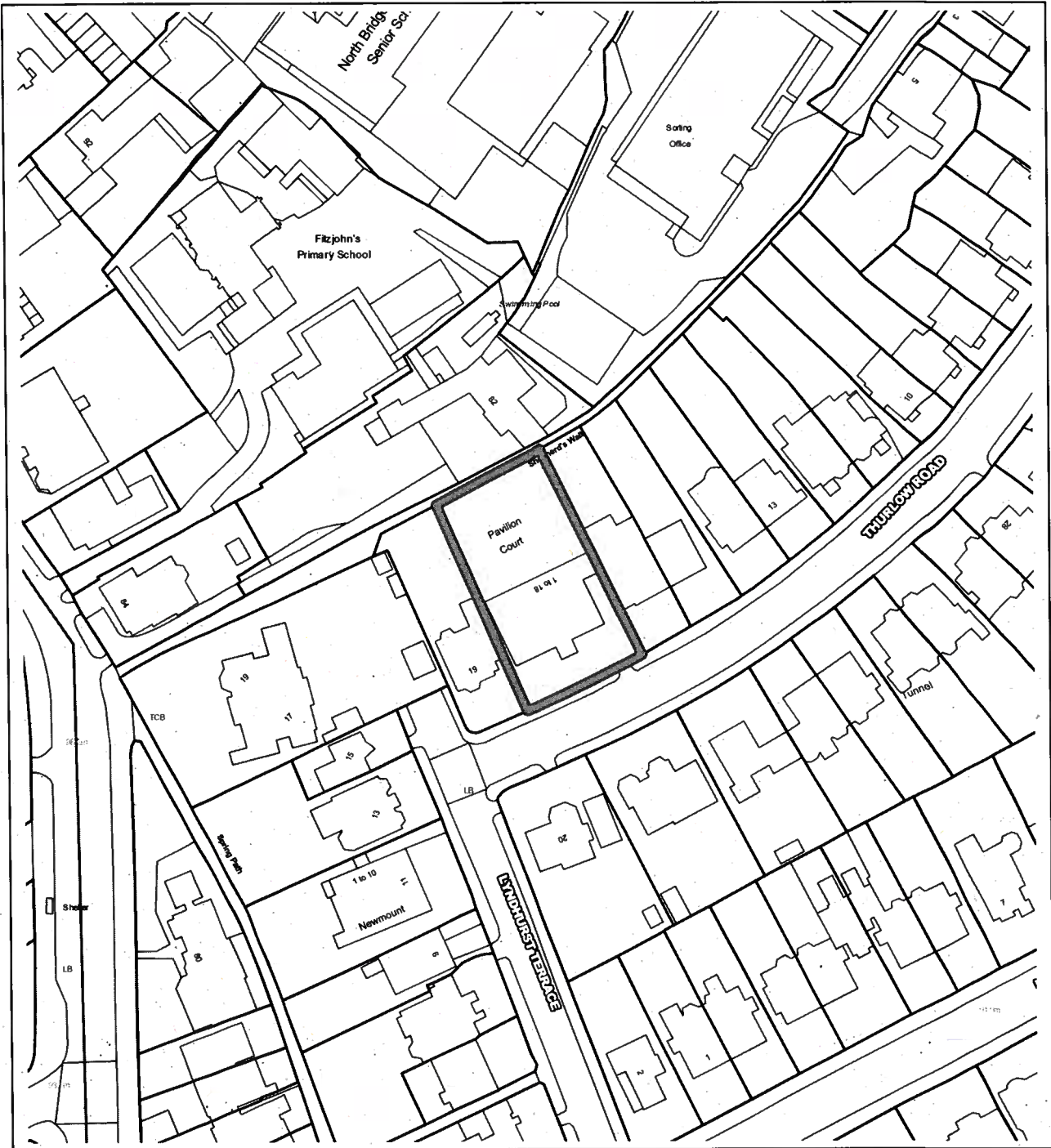
f. Alexander

.....

Authorised Signatory



17-18 Thurlow Road London NW3 5PL



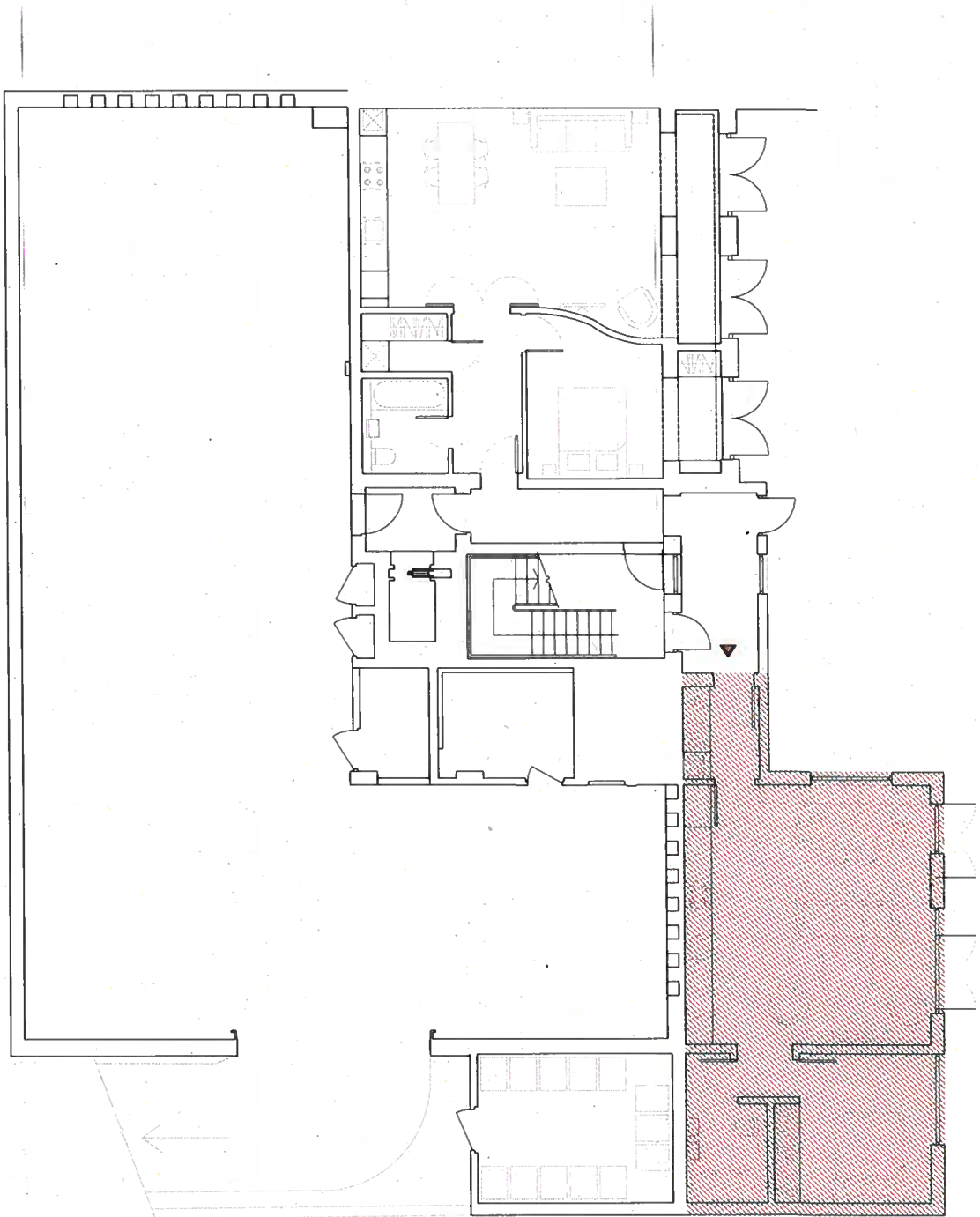
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Paul and John
R. Alexander



PLAN 2

KEY:
UNIT TO BE CAR-FREE



01 BASEMENT FLOOR PLAN
1:50 @ A1 / 1:100 @ A3

REVISIONS:



AKELIS RESIDENTIAL LIMITED

1:50 @ A1 / 1:100 @ A3

JUNE 2018

PAVILION COURT, 17-18 PARFLOW ROAD, WIMBORNE

PROPOSED BASEMENT FLOOR PLAN WITH NEW UNIT

01:000



Paul Andrew Jones
P. Alexander



JMS Planning & Development Ltd
Build Studios
203 Westminster Road
London SE1 7FR

Application Ref: **2018/4520/P**

29 July 2019

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Pavilion Court
17-18 Thurlow Road
London NW3 5PL

Proposal:

DECISION
Excavation of existing raised garden area (on eastern side adjoining no.16) and erection of basement floor rear extension with green roof above to create a one bedroom two person flat (Class C3); excavation of existing raised garden area (on western side adjoining no.19) to create enlarged patio terrace; rebuilding of front entrance portico, and alterations to side bin store; landscaping of front forecourt and rear garden

Drawing Nos: Pavilion Court existing and proposed portico visuals; letter dated 7.1.18 from Richard Tant; 4733-SK01; location plan; 01.001A, 002A, 012C; 03.001A, 002C, 003A, 004A, 005A; EX.01.001, 002, 012C; EX.03.001, 002, 003, 004A, 005A; Tree survey etc report dated 19.9.18 by Haydens, 6986-D-AIA; 01.500

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 policies 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- Pavilion Court existing and proposed portico visuals; letter dated 7.1.18 from Richard Tant; 4733-SK01; location plan; 01.001A, 002A, 012C; 03.001A, 002C, 003A, 004A, 005A; EX.01.001, 002, 012C; EX.03.001, 002, 003, 004A, 005A; Tree survey etc report dated 19.9.18 by Haydens, 6986-D-AIA; 01.500.

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

- 4 Before the relevant part of the work is begun, full details of hard and soft landscaping, including permeable paving, of all un-built, open areas shall be submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. 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, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Before the relevant part of the work is begun, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include-
- i. a detailed scheme of maintenance;
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used;
 - iii. full details of planting species and density.

The living roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CC1, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 7 The development hereby approved shall achieve a maximum internal water use of 110 litres/person/day. The dwelling shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 8 The cycle store hereby approved (as shown on drawing no. 01.001A) shall be provided prior to the first occupation of the new unit and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 9 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 in the 'Tree survey etc' report dated 19.9.18 by Haydens and with guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction".

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 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 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.
- 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.
- 6 Reasons for granting permission.

The existing block of flats, dating from the 1980s, is 5 storeys high with a basement level flat and carpark, although this storey becomes apparent at ground level at rear due to the sloping topography. The proposed single storey rear extension is 10m wide and 6m deep and, in the context of the large block, is totally subordinate in size, height and location. The simple design and use of matching materials is appropriate to the architecture of the block. The overall size of the extension within this large rear garden will still retain ample communal amenity space.

The front entrance domed portico will be rebuilt and replaced by a more sympathetic square shaped extension in matching brick and render. The recladding in timber of the side binstore is also acceptable. These alterations are welcomed and will enhance both the existing building and streetscene.

The extension and alterations are considered to preserve the character and appearance of the conservation area. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of 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.

The extension will effectively replace a raised embankment adjoining the neighbouring property at no.16. As the extension will be no higher than this embankment and the existing boundary fence, and as it will only adjoin a neighbouring larger extension, there will be no impact on neighbour amenities.

In addition 2 patios will be created within the raised landscape embankments to provide private paved amenity areas for the existing and new basement level flats.

The removal of these raised embankments is considered acceptable in the context of the site. Both neighbouring gardens on either side have lower ground levels, the site's landscaped rear garden already has sunken paths and patios, and the submitted engineer's report confirms that the landscaped embankments here are just later made-ground infill over natural ground conditions. It is thus considered that a Basement Impact Assessment is not necessary in this case and that the excavation removing this infill and the proposed flat matching the current basement floor should not create any harm to local geology, hydrology and land stability. Nevertheless the rear extension also complies with the locational and dimensional criteria for basement excavations in policy A5 on basements.

Only 2 small trees of category C value need to be removed for the scheme which is acceptable. No other trees nor root protection areas are directly affected. The green roofs over the new flat and existing binstore and the new tree planting in the front carpark will help enhance biodiversity. More details of landscaping and permeable paving will be required by condition.

The provision of a new residential unit is welcomed by local plan housing policies. The new one bedroom flat of about 54sqm area complies with space and accessibility standards. It will receive adequate daylight and sunlight and will have a separate private patio area. As the new flat is less than 100sqm, no contribution to offsite affordable housing is required.

Cycle and refuse storage will be provided within the adjoining basement carpark and binstore. In line with policy T2 on parking for new housing, the new flat will need to be 'car-free', to be secured by a S106 legal agreement. Due to the limited scope of works involved and the existence of a large forecourt and access ramp, no Construction Management Plan will be needed.

- 7 No objections have been received prior to making this decision. The planning history of the site has been taken into account when coming to this decision.

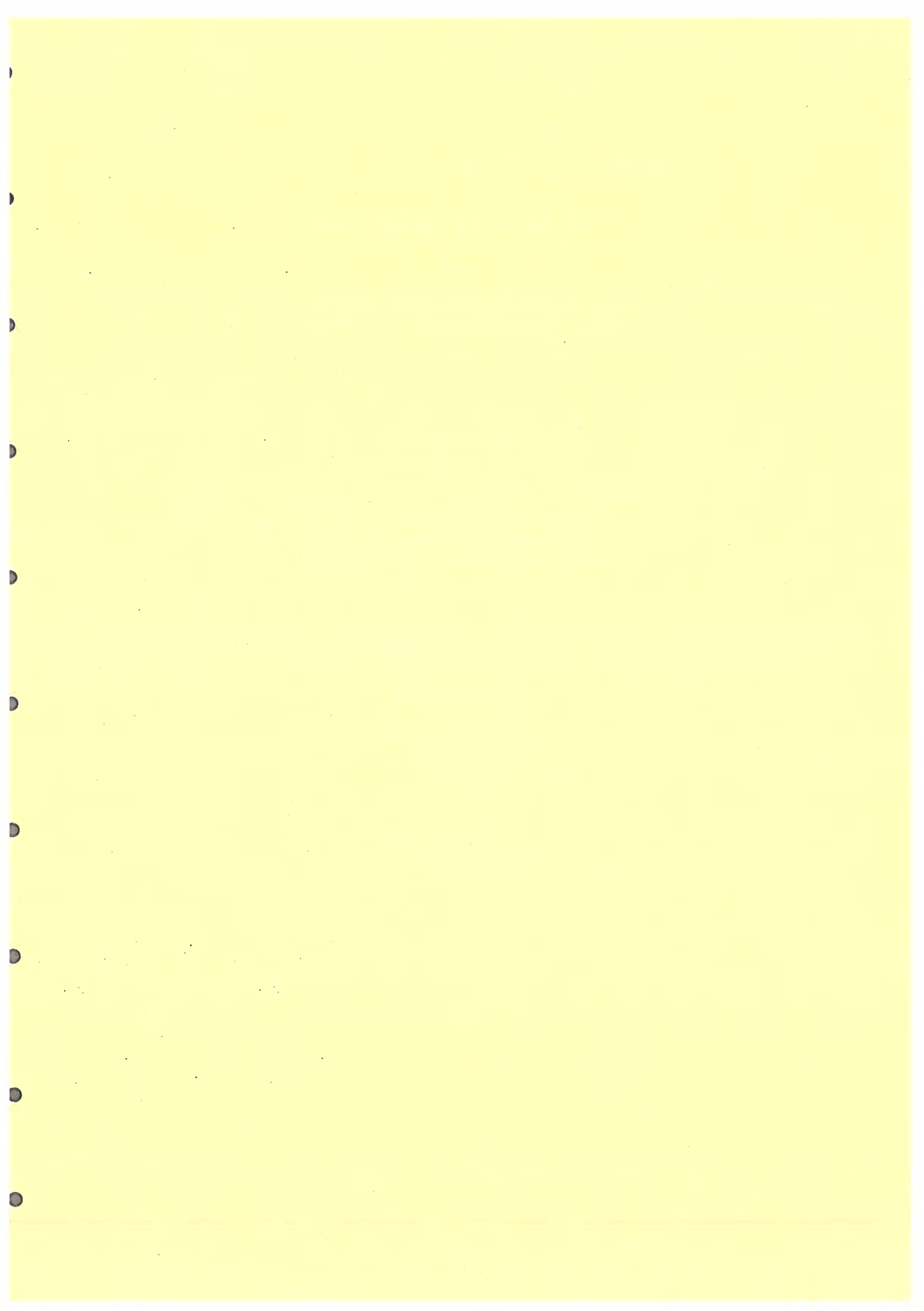
As such, the proposed development is in general accordance with policies H1, H6, H7, A1, A3, A5, D1, D2, CC1, T1 and T2 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2019.

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

DECISION



DATED 28 AUGUST 2019

(1) AKELIUS UK TWELVE LIMITED

and

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

AGREEMENT

relating to land known as

**17 and 18 Thurlow Road, Hampstead, London NW3 5PL 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**

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