

DATED 12TH DECEMBER 2006

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

**(2) THE TRUSTEES OF THE SOUTH HAMPSTEAD
CHARITABLE TRUST**

and

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

A G R E E M E N T

**relating to land known as Adelaide Road Embankment Site London NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP
Tel: 020 7974 1947
Fax: 020 7974 2962

sdg/adelaide road/Section 106 Agreement 140806

THIS AGREEMENT is made the 12TH day of DECEMBER 2006

BETWEEN:

1. **NETWORK RAIL INFRASTRUCTURE LIMITED** (Co. Regn. No. 2904587) whose registered office is at 40 Melton Street London NW1 2EE (hereinafter called "the Owner") of the first part
2. **JOHN BRYAN AUSTIN ALAN LAWRENCE LEE MAURICE OSTRO** and **RICHARD LOFTUS** being **THE TRUSTEES OF THE SOUTH HAMPSTEAD CHARITABLE TRUST** all care of South Hampstead District Synagogue 21-22 Eton Villas London NW3 4SG (hereinafter called "the Developer") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

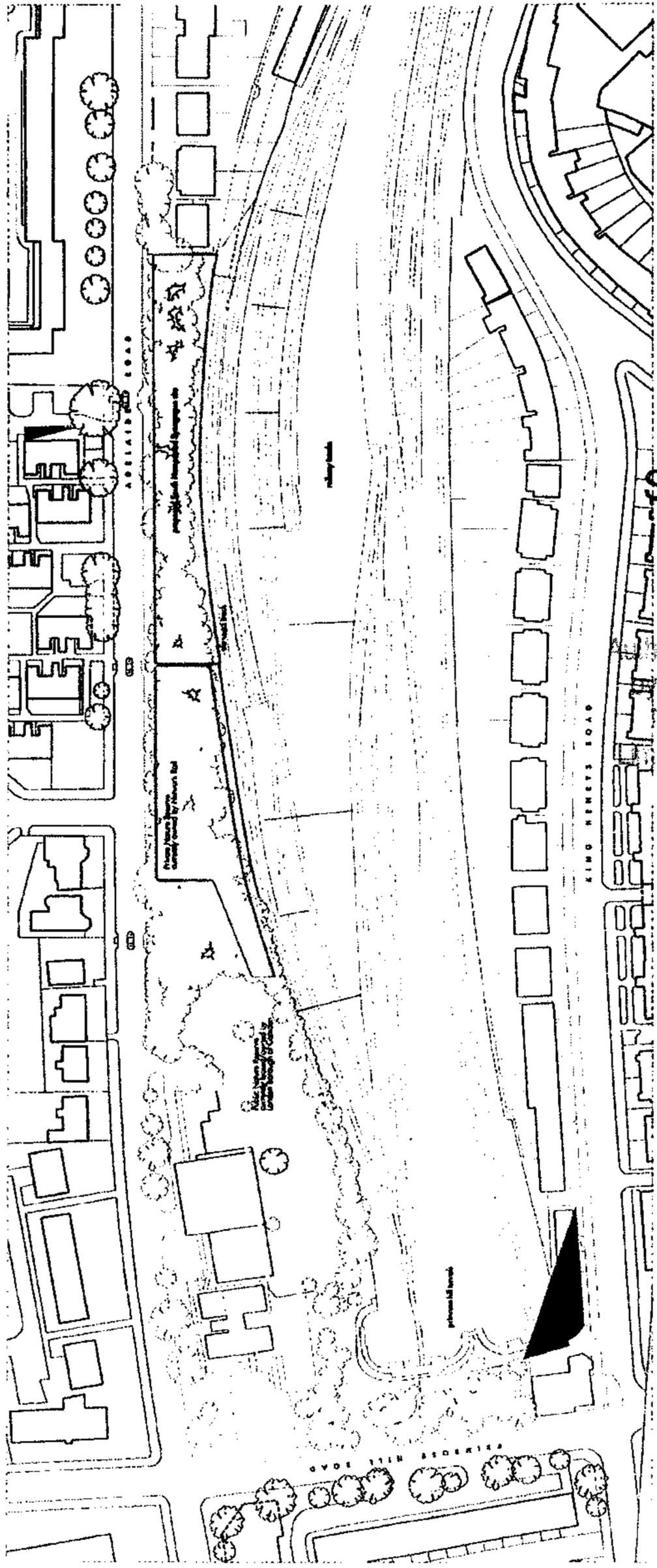
- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 168645 and is interested in the Property for the purposes of Section 106 of the Act
- 1.2 The Developer (a) is the prospective freeholder of the site of the Synagogue Development (hereinafter referred to as "the Synagogue Site") as the same is edged red on plan 1 attached and (b) is registered at HM Land Registry as the freehold proprietor with Title absolute of the Existing Synagogue under Title Number NGL 737960 and is interested in the Existing Synagogue for the purposes of Section 106 of the Act.
- 1.3 A planning application with reference 2005/4431/P for the Development of the Property was submitted to the Council and validated on 20 October 2005 and subsequently re-confirmed by the Council on the 2 March 2006 and registered under reference number 2005/4431/P.

- 1.4 The Council's Development Control Sub-Committee on 15 December 2005 resolved to grant planning permission subject to an Agreement under Section 106 of the Act being completed
- 1.5 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.6 The Council 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 and the parties are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. DEFINITIONS

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

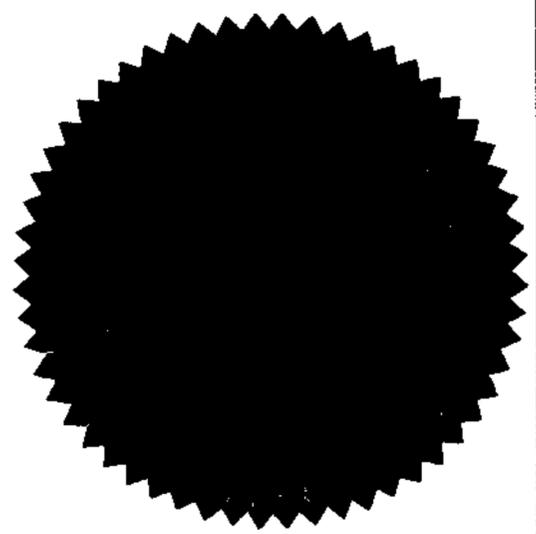
- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Ancillary Occupation Requirement" the requirement that the four residential flats within the Development shown edged in red on plan 2 annexed hereto are only Occupied for purposes ancillary to the Synagogue Development by persons whose principal employment at the South Hampstead Synagogue or their bona fide guests and at no time are (a) occupied let or otherwise demised to any other persons or (b) let or otherwise disposed of units of occupation separate to the Synagogue Development
- 2.3 "the Application" a planning application in respect of the Development of the Property for which a resolution to grant permission has been passed conditionally under reference number



SEAL NO.
22298

Handwritten signature

Approved by the Council of the City of Johannesburg
in accordance with the provisions of the
Municipal Systems Act, 1956 (Act No. 31 of 1956)
on 05/10/2018 at 10:00 AM



Handwritten signature

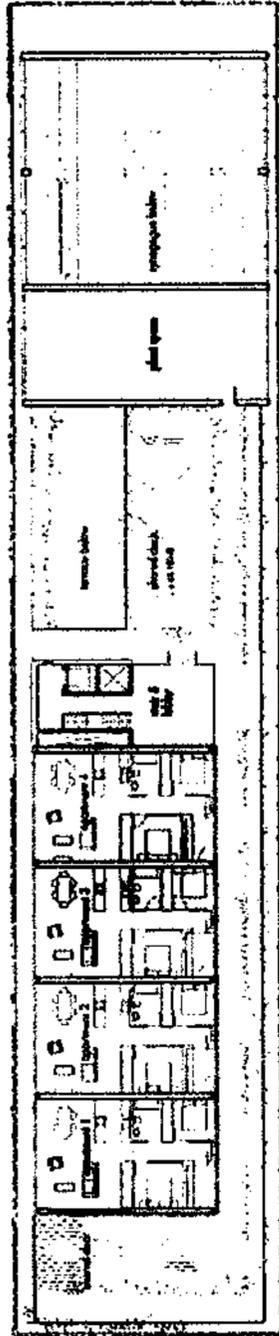


SOUTH HARWOOD SYNAGOGUE & COMMUNITY CENTRE
PLAN 1

SCALE: 1:500

Area and Volume
of Building
to be used for
the purpose of
the application
is as follows:

PLAN 1



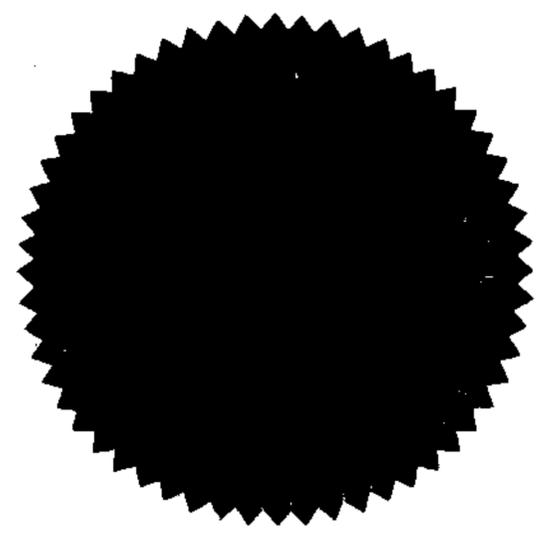
SOUTH HAMPSHIRE SRINGOOLE & COMMUNITY CENTRE
 PLAN 2
 DATE 1988 JUL 14/88

Also see Section
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100



SEAL NO.
 22298

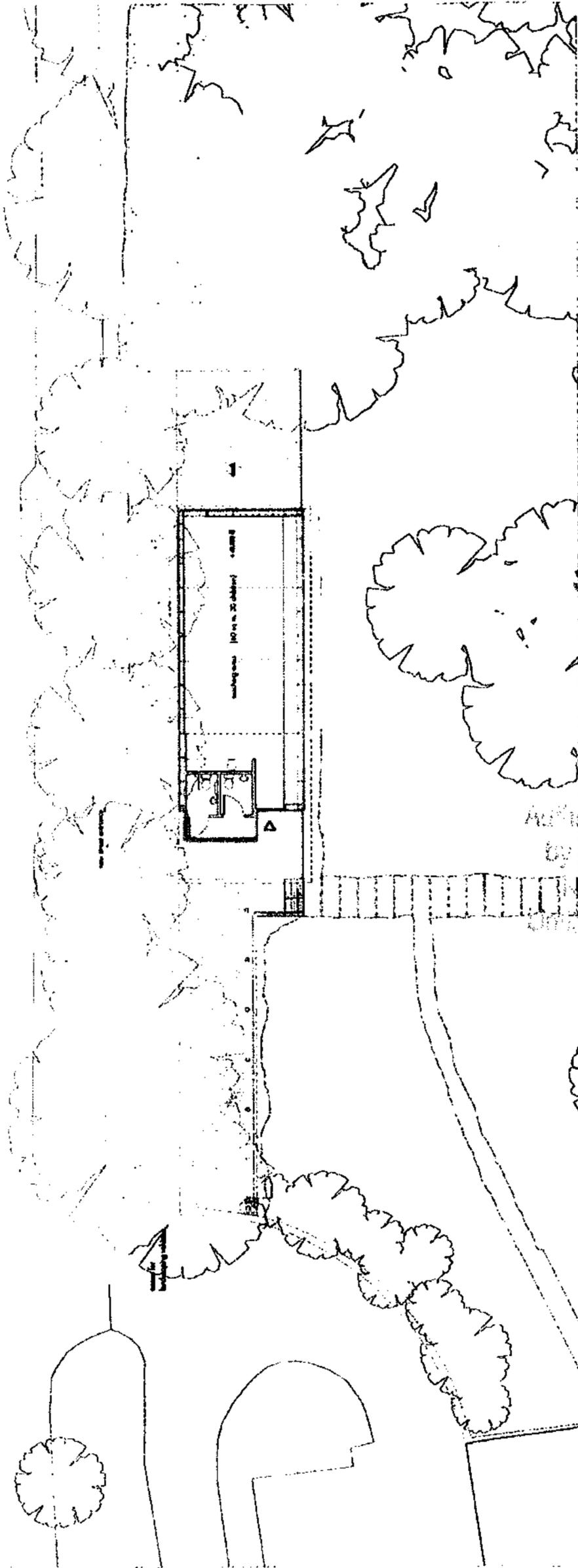
LC
 Approved by the
 Local Planning Authority
 on 14/7/88
 for the proposed
 development of 100
 units of residential
 accommodation.



Shelley

PLAN 2

ABELLAIDE ROAD



SOUTH HANLEIGH BRIDGES & COMMUNITY CENTRE
ABELLAIDE FUTURE RESERVE
PLAN 3
SCALE: 1:100 (SHEET 1 OF 2)

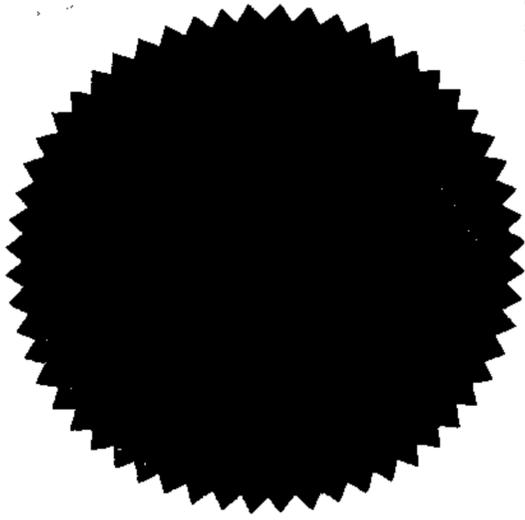
Allen and Harrison
22 Leach Street
Sydney NSW 2000
Tel: (02) 9550 1000
Fax: (02) 9550 1001
www.allenandharrison.com.au



SEAL NO.
22298

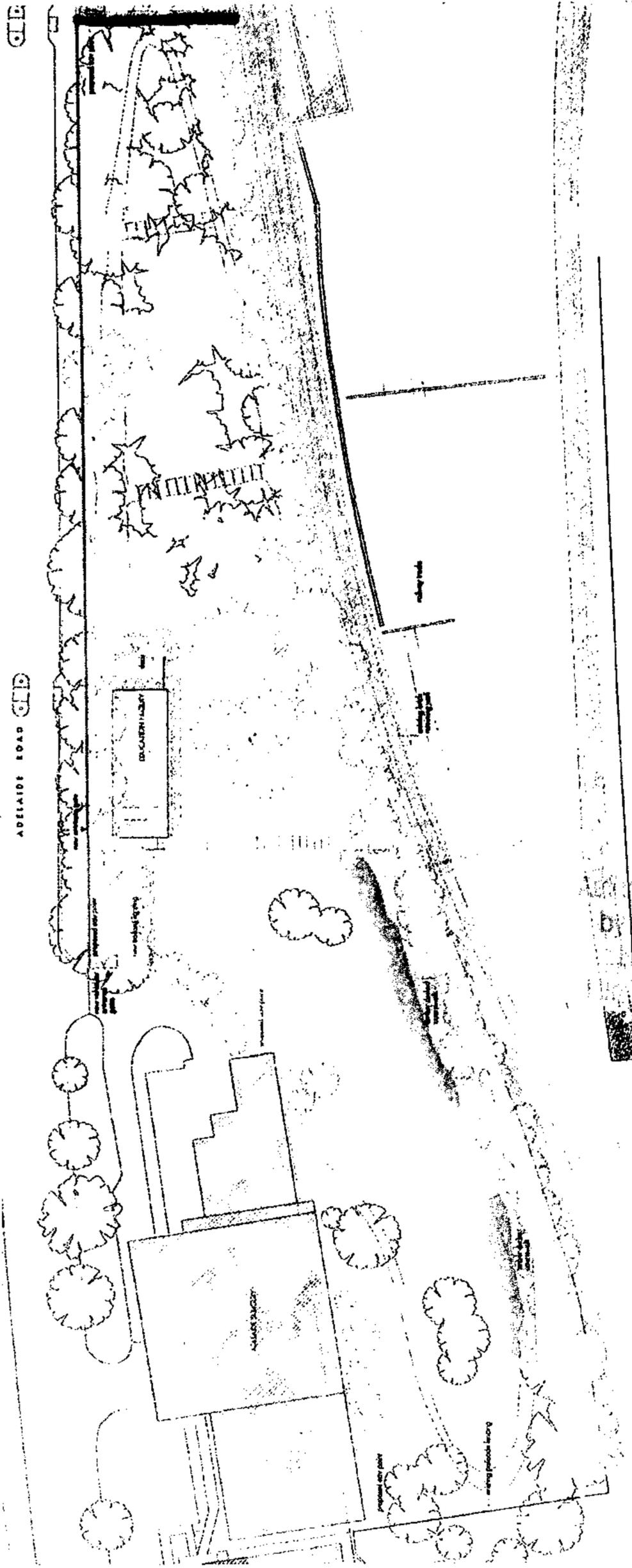
LC

Authorised Signatory as approved
by a resolution of the Board of
Infrastructure
dated 24th September 2003



Handwritten signature

PLAN 3



Note: The location of the new elements on the plan are shown in the plan. The location of the existing elements is shown in the plan. The location of the existing elements is shown in the plan.



SOUTH HAMPSHIRE SYNOGOGUE & COMMUNITY CENTRE
ADELAIDE NATURE RESERVE

PLAN 4

SCALE 1:200 (A1) 1:250 (A2)

Also see drawings:
 11.01 - 11.02
 11.03 - 11.04
 11.05 - 11.06
 11.07 - 11.08
 11.09 - 11.10

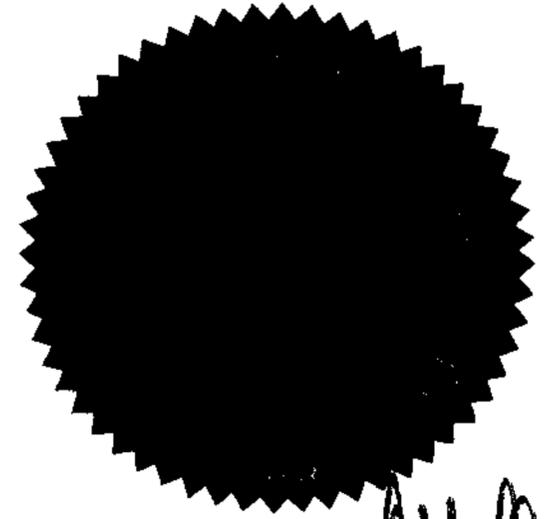


SEAL NO.

22298

LC

Professional Signatory as required
 Department of Planning and
 Environment
 11/11/2011



- new wall or metal railings
- existing wall to be repaired
- new palisade fencing
- proposed city point
- proposed pond areas

[Handwritten signature]

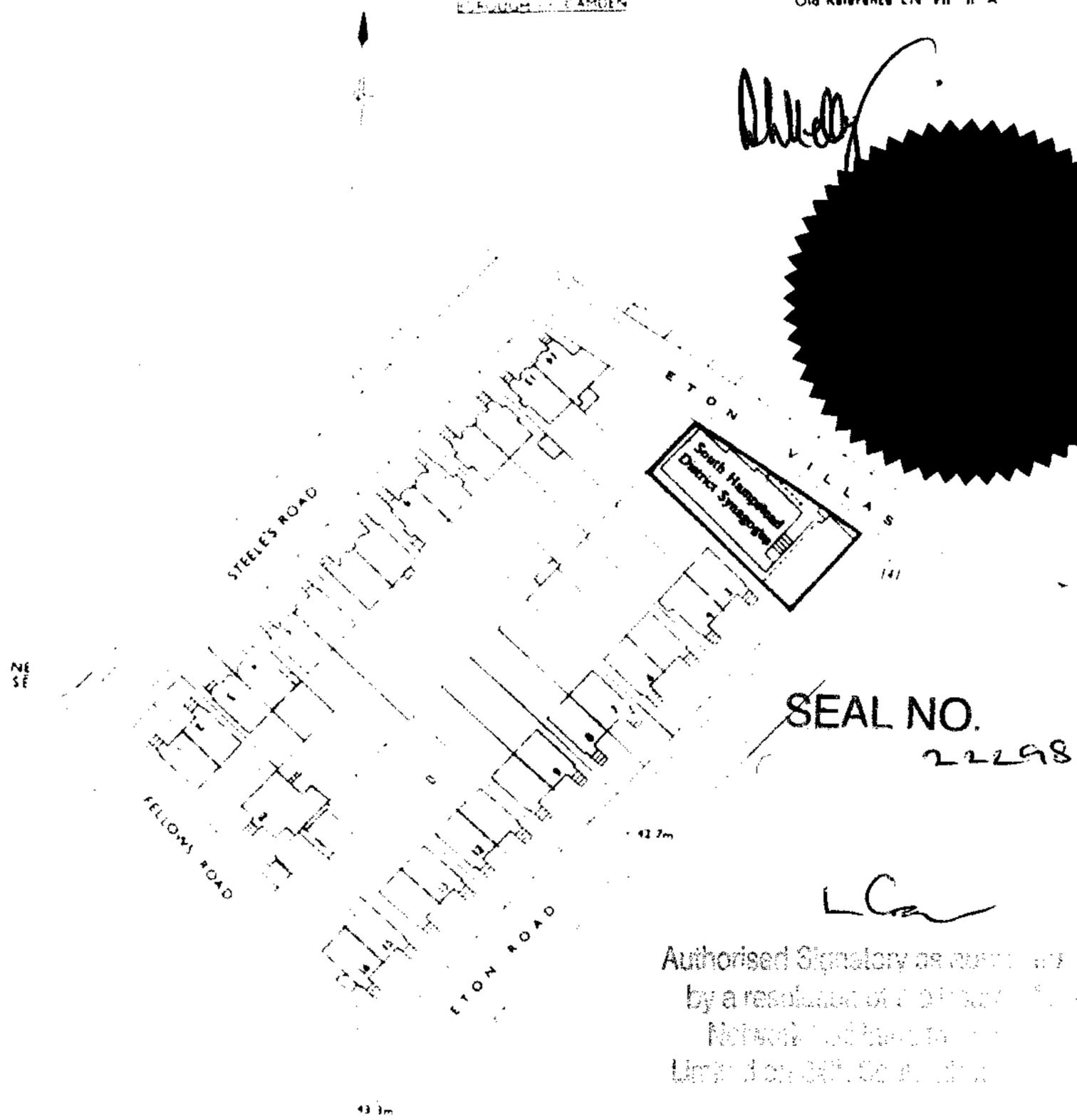
PLAN 4

KEY

H.M. LAND REGISTRY			TITLE NUMBER	
			LN30684	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER LONDON		TQ 2784	Y
Scale: 1:1250			© Crown copyright 1973	

Camden

Old Reference LN VII II A



SEAL NO.
22298

LCA

Authorised Signatory as authorised
by a resolution of the Council of the
Metropolitan Council of the
London Borough of Camden



FILE No **NGL 73/960**

2005/4431/P subject to conclusion of this Agreement

2.4 "the Community Engagement Plan"

a plan setting out requirements the Developer shall undertake in managing the Synagogue Development in order to secure engagement with the local community these to include (i) ensuring availability of all courses on the synagogue's adult education programme to members of the community irrespective of their faith on the same financial and other basis as all non-members of the synagogue (ii) ensuring the synagogue's participation in multi faith programmes organized either by the Council or by other religious institutions or faith groups in the area

2.5 "the Development"

Works for the construction of a new synagogue building and associated works comprising (a) the erection of new 2-3 storey building plus 2 basement levels, to provide new synagogue (to be relocated from Eton Villas), plus community facilities, 4 ancillary self-contained flats and basement car park to be carried out on the Synagogue Site, ("the Synagogue Development") and (b) expansion and upgrading of existing Adelaide Road nature reserve, including erection of new cabin for new educational facility and installation of associated fencing, lighting and paths ("the Nature Reserve Development")

2.6 "the Educational Facility "

the building within the Nature Reserve or Nature Reserve Extension together with its site (as the same is shown edged in red on Plan 3) such building to be (i) constructed and fitted out at nil expense to the Council in accordance with the Educational Facility Plan as approved for use as

an educational facility in connection with management of the Nature Reserve

2.7 "the Educational Facility Contribution"

the sum of £55,000 (fifty five thousand pounds) to be applied by the Council in the event of receipt in connection with the running costs of the Educational Facility and the Nature Reserve and associated works

2.8 "the Educational Facility Plan "

the plan setting out detailed drawings and specifications for the construction and the fitting out of the Educational Facility, this to give effect to the principles set out in the First Schedule hereto unless otherwise agreed by the Owner, Developer and the Council

2.9 "the Existing Synagogue "

All that land currently known as South Hampstead Synagogue 21/22 Eton Villas, Eton Road, London NW3 4SG as the same is shown edged in red on plan 5 annexed hereto.

2.10 "Highways Contribution"

the sum of £115,417 (one hundred and fifteen thousand, four hundred and seventeen pounds) to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated planting and landscape works ("the Highways Works") these to include costs associated with the reconstruction of the footway around the street frontages of the Synagogue Site to the Council's Boulevard Standard following construction impacts and deep excavation adjacent to highway boundary, creation of the build out and traffic island relocation of on-street parking in front of the Development to the opposite side of the road and consequential rebuilding/ realignment of the

kerb buildout/traffic island immediately in front of the entrance of the Synagogue Development (and other associated costs including costs of consultation, signing and lining and costs incurred towards the making of any traffic management order whether or not any such order is actually made) ALWAYS PROVIDED for the avoidance of doubt that (i) the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and (ii) this sum excludes any statutory undertaker's costs

2.11 "the Implementation Date"

the date of commencement of the Development on the Synagogue Site in accordance with the Planning Permission by the carrying out thereon of one or more of the material operations described in Section 56 of the Act by the Developer and "Implementation", "Implementing", "Implemented" and "Implement" shall be construed accordingly and for the avoidance of doubt any works carried out by or on behalf of the Council or Network Rail Infrastructure Limited in the course of their operational requirements on the Development and in particular the Nature Reserve site shall not constitute implementation of the Planning Permission.

2.12 "Nature Reserve"

the area edged in yellow on Plan 1 which currently forms the Adelaide Road Embankment Nature Reserve being the existing public nature reserve

2.13 "Nature Reserve Extension"

the area edged in blue on Plan 1 leasehold ownership of such area to be transferred to the Council as an extension to the Nature Reserve

- 2.14 "Nature Reserve Plan" a plan to be prepared by the Developer for works in appropriate form of the whole of the area covered by the Nature Reserve Site as the same are shown for indicative purposes on drawing number 4 annexed hereto this to give effect to the principles set out in the Third Schedule unless otherwise agreed by the Owner, Developer and Council
- 2.15 "Nature Reserve Management Plan" a plan providing for the Developer to support the Council in securing the Nature Reserve Site and managing the Nature Reserve Site edged blue and yellow on plan 1 this to give effect to the principles set out in the Fourth Schedule hereto unless otherwise agreed with the Owner, Developer and Council.
- 2.16 "Occupation Date" the first date when any part of the Synagogue Site is occupied after the Development is completed to the satisfaction of the Council acting fairly and reasonably and the phrases "Occupy" "Occupied" and "Occupation" shall be construed accordingly
- 2.17 "the Planning Permission" planning permission to be granted pursuant to the Application for the Development substantially in the form of the draft permission annexed hereto as the Fifth Schedule
- 2.18 "the Property" the land forming the site of the Application for the Development being the embankment and land west of 49 Adelaide Road London NW3 3QB as shown on plan 1 comprising (a) the site of the Synagogue Development ("the Synagogue Site") as edged red on Plan 1 and (b) the Nature Reserve, the Nature Reserve Extension, the

Educational Facility as edged in blue and yellow on Plan 1 ("the Nature Reserve Site")

- 2.19 "the Travel Plan" a plan setting out a package of measures to be adopted by the Developer in the management of the Synagogue Development incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing trips by staff, members and visitors in motor vehicles to and from the Synagogue Development and promoting the use of environmentally friendly transport and minimising the impact of service vehicle deliveries when servicing the Synagogue Development

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 shall be enforceable by the Council and the Developer as provided herein and against any person deriving title to any part of the Property from the Owner or the Developer and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers ALWAYS PROVIDED that in the event of Network Rail Infrastructure Limited transferring the freehold of the Synagogue Site to the Trustees of the South Hampstead Charitable Trust and the grant of a leasehold interest in the Nature Reserve Extension to the Council Network Rail Infrastructure Limited shall not be liable for breach of any of the obligations hereunder after the transfer of the Synagogue Site
- 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 includes 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, 4.1, 4.7, 4.8, 5, 6 and 8 hereof all of which shall come into effect on the date hereof the remaining covenants, undertakings and obligations contained within this Agreement shall only become binding upon the Owner and the Developer upon the Implementation Date. For the avoidance of doubt there is no obligation to make payments under clauses 4.7 and 4.8 until the Implementation Date although the Developer may so do.

4. OBLIGATIONS OF THE OWNER AND THE DEVELOPER

The Owner and the Developer hereby covenant with the Council as follows:-

4.1 Submission of Plans

4.1.1 Not to implement without first submitting to the Council for approval of the following:-

- (a) the Educational Facility Plan
- (b) the Travel Plan
- (c) the Nature Reserve Plan
- (d) the Nature Reserve Management Plan.
- (e) the Community Engagement Plan

4.1.2 Not to implement nor permit implementation until each of the documents referred to in sub-Clause 4.1.1 has been approved by the Council as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.

4.2 Educational Facility/ Nature Reserve

Not to occupy or permit occupation of any part of the Synagogue Development until such time as the Council has served written notice to the effect that in the Council's reasonable opinion each of the following steps have been carried out and completed namely (i) all works comprised in the Educational Facility Plan (as

approved) have been completed to the Council's satisfaction at nil cost to the Council (ii) all works comprised in the Nature Reserve Plan as approved have been completed to the Council's satisfaction at nil cost to the Council and (iii) the Council has been granted a lease of the Nature Reserve and the Nature Reserve Extension of a term expiring 23 July 2086 on terms to be agreed by the parties with no unreasonable covenants except any covenants pertaining to railway safety or the protection or running of a safe railway will not be considered unreasonable and at nil consideration ALWAYS PROVIDED THAT the Council will afford to the Developer such rights of access to the Nature Reserve and the Nature Reserve Extension as are reasonably necessary to carry out works incorporated in the Educational Facility Plan (as approved) Nature Reserve Management Plan (as approved) and the Nature Reserve Plan (as approved).

4.3 The Travel Plan

- 4.3.1 (a) To comply with the Travel Plan as approved by the Council; and
- (b) Not to Occupy or permit Occupation of any part of the Synagogue Development at any time when the terms of the Travel Plan (as approved) are not being complied with and in the event of non compliance with this clause and upon receipt of notice from the Council forthwith (i) to take any steps reasonably required by the Council to remedy such non compliance or (ii) in the event of non compliance cease Occupation of the Synagogue Development

4.4 The Nature Reserve Management Plan

- 4.4.1 Not to Occupy or permit Occupation of any part of the Synagogue Development at any time when the terms of the Nature Reserve Management Plan (as approved by the Council) are not being complied with and in the event of non compliance with this clause and upon receipt of notice from the Council forthwith (i) to take any steps reasonably required by the Council to remedy such non compliance or (ii) in the event of non compliance cease Occupation of the Synagogue Development

4.5 Ancillary Occupation Requirement

4.5.1 Not to Occupy or permit Occupation of any part of the Synagogue Development at any time when the terms of the Ancillary Occupation Requirement are not being complied with and in the event of non compliance with this clause and upon notice from the Council forthwith (i) to take any steps reasonably required by the Council to remedy such non compliance or (ii) in the event of non compliance cease Occupation of the Synagogue Development.

4.6 Existing Synagogue

4.6.1 At no time after the first Occupation of any part of the Synagogue Development to Occupy or permit the Occupation of the Synagogue Development at any time when the use of the Existing Synagogue or any part of the Existing Synagogue is being used or permitted to be used as a place of worship or for any purpose falling within Class D1 of the Town and Country Planning (Use Classes) Order 1987 (as amended) save with the written consent of the Council given under this Agreement such consent to be invalid unless it is signed by the Director or Assistant Director of the Environment Department and specifically refers to this clause, the date and the parties of this Agreement).

4.6.2 The Developer will not Occupy the Synagogue Development until the United Synagogue (as Lessee of the Existing Synagogue) have executed a Section 106 Agreement with the Council securing that the Existing Synagogue (once the Synagogue Development has been completed and is ready for occupation) shall not be used or permitted to be used as a place of worship or for any purpose falling within Class D1 of the Town and Country Planning (Use Classes) Order 1987 (as amended) save with the express written consent of the Council.

4.7 The Educational Facility Contribution

4.7.1 Not to Implement without paying to the Council the Educational Facility Contribution and not to Implement or permit Implementation until such contribution has been paid.

4.8 The Highways Contribution

- 4.8.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution.
- 4.8.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution (such contribution to be applied by the Council solely for the purpose of carrying out the Highway Works and for no other purpose).
- 4.8.3 On completion of the Highway Works the Council shall provide to the Developer a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works and a breakdown of the proper itemised costs expended by the Council.
- 4.8.4 If the Certified Sum exceeds the Highway Contribution then the Developer shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.8.5 If the Certified Sum is less than the Highway Contribution then the Council will repay to the Developer within fourteen days of the issuing of the said certificate the amount of such overpayment.

4.9 The Community Engagement Plan

- 4.9.1 Not to Occupy or permit Occupation of any part of the Synagogue Development at any time when the terms of the Community Engagement Plan are not being complied with and in the event of non-compliance with this clause upon notice from the Council forthwith (i) to take any steps reasonably required by the Council to remedy such non-compliance or (ii) in the event of non-compliance cease Occupation of the Synagogue Development.

5 DEVELOPER'S COVENANTS WITH THE OWNER

- 5.1 The Developer covenants with the Owner not to carry out any Implementation prior to the date of transfer of the Synagogue Site from the Owner to the Developer and grant of the Lease under clause 4.2 to the Council save with the written consent of the Owner

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Developer shall give written notice to the Council and the Owner on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 6.2 The Developer shall give written notice to the Council on or prior to the Occupation Date specifying that Occupation of Synagogue Development has taken or is about to take place.
- 6.3 The parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner and the Developer 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 Developer's possession (at the Developer's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.4 The Developer agrees declares and covenants with the Council that the Developer 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Developer 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.

6.5 Payment of the Contributions pursuant to Clauses 4.7 and 4.8 of this Agreement shall be made by sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting planning reference 2005/4431/P.

6.6 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 Developer.

6.7 Any fixed 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 Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

6.8 All costs and expenses payable to or by 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 properly due until payment is made.

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

7.1 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/4431/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.

- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with a contribution for monitoring costs of £1800 on or prior to the date of completion of the Agreement.
- 7.4 The Owner and the Developer hereby covenant with the Council in respect of their respective titles that each will within 28 days from the date hereof apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register of the title to the Property and the Developer will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.5 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.
- 7.6 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.

7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Developer) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. TRUSTEES LIABILITY

The financial liability of the Trustees of the Developer shall be limited to read as follows notwithstanding any other provision in this Deed:-

- (a) The Developer is executing this Deed as Trustees with the intention of binding the asset it holds in the South Hampstead Charitable Trust
- (b) The aggregate of the financial liabilities hereunder shall extend only to the trust assets of the South Hampstead Charitable Trust
- (c) In no circumstances shall any financial liability of the individual trustees be enforceable on any assets of any of the trustees in their personal capacity

9 THIRD PARTY RIGHTS

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

10. GRANT OF PLANNING PERMISSION

The Council will on the date hereof grant planning permission in the form of the permission annexed hereto as the Fifth Schedule.

11. DISCHARGE OF OWNER'S LIABILITIES

Neither the Owners or their successors in title shall be bound by the obligations in this Agreement in respect of which it no longer has an interest in the Property without prejudice to any liability for any breach committed or subsisting prior to the date that he disposes of his interest.

IN WITNESS whereof the Council and the Owner have caused their Common Seals to be hereunto affixed and the Developer has executed this document as a Deed the day and year first before written

EXECUTED AS A DEED BY FIXING)
THE COMMON SEAL OF)
NETWORK RAIL INFRASTRUCTURE)
LIMITED in the)
presence of:)

SEAL NO.
22298

LCran
.....

Authorised Signatory as approved
by the Board of Directors of
Network Rail Limited
on 24th September 2007

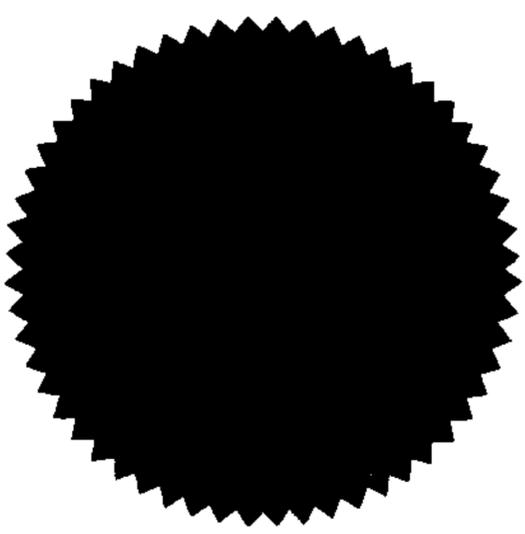
EXECUTED AS A DEED BY)
THE TRUSTEES OF THE)
SOUTH HAMPSTEAD CHARITABLE)
TRUST by the signature of two Trustees)

[Signature]
.....

Authorised Signatory

[Signature]
.....
Authorised Signatory

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

PRINCIPLES FOR THE CONSTRUCTION OF THE EDUCATIONAL FACILITY

All works shall comply (i) with the reasonable requirements of Network Rail Infrastructure and the Council in respect of their health and safety responsibilities (ii) with the requirements of the Disability Discrimination Act 1995 and 2005 (iii) to incorporate sustainable materials and construction methods with a view to making the building carbon neutral

Unless otherwise agreed with the Council OR the Council agrees alternative requirements or equivalent provision such works shall comprise the following :

Timber framed and timber clad building with timber roof and felt covering. Strip or pad foundations with concrete floor and damp-proof membrane. Thermal insulation with hardwood windows and sealed double glazed units.

Linoleum floor coverings.

Building connected to mains water, sewerage, electricity and telephone.

Disabled WC and male/female WC with white vitreous enamel sanitary ware and chrome fittings – all ½ tiled.

Kitchenette area with low and high level storage cupboards, stainless steel sink, fridge and microwave.

Electric power sockets, (including an electric socket point on the outside of the building suitable for charging electric vehicles).

Low energy surface mounted fluorescent light fittings.

PC and phone sockets to be provided inside the building.

Fire alarm system, PIR security alarm system.

Electric storage heaters and instantaneous electric hot water in WCs and kitchenette.

Patio area laid with paviours in reconstituted stone with falls to drainage and wooden handrails/safety barrier.

Provision of a paved area or a gravel bonded area.

On the Nature Reserve Work Provision of at least 6 cycle racks.

Location, layout and design as shown on drawings for indicative purposes only:

Plan No. 332.7.500 A

501 A

502 A

503 A

504 A

505 A

506 A

Provision of suitable adequate vehicle access.

Building to conform to Building Regulations and to be constructed with materials from sustainable sources appropriate to its intended use as an educational facility on a Public Nature Reserve.

Plan also to include associated site clearance works as appropriate.

THE SECOND SCHEDULE

THE TRAVEL PLAN

Part I: Components of the Travel Plan

Reference to the Development and the Property shall be a reference to the Synagogue and the Synagogue Site respectively.

The Travel Plan will be a basis for promoting sustainable travel to and from the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DfT's travel plan website: http://www.dft.gov.uk/stellent/groups/dft_sustravel/documents/divisionhomepage/031341.hcsp/ or Camden's website: <http://nctn.camden.gov.uk/ccm/portal/>

The Developer will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Travel Plan the Developer shall ensure that provisions relating to the following matters are contained within the Plan.

Establishment, management, promotion.

1. Regular promotion of measures to facilitate the Property's accessibility in Sustainable Transport terms including through text being incorporated into all literature/menus/programmes relating to the Development and into publications as appropriate and by making copies of the Travel Plan available to users of the Development.

2. Ongoing high-level commitment and consultation with users of the Property.
3. A designated travel co-ordinator within the Development to be responsible for implementing the Travel Plan.
4. A communications strategy within the Development about the benefits of the Travel Plan.

Emission/vehicle reduction initiatives

1. Consider use of alternatively-fuelled vehicles for servicing and deliveries.
2. Establishment of at least one (1) electric vehicle recharging point within the basement parking area.
3. Measures to discourage/ dissuade car parking in and around the Development by site users.

Public Transport Initiatives

1. Provide in-house access to public interest information (both Transport for London and National Rail) available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk
2. Provide permanent staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams.
3. Work with the Council and public transport operators to improve routes.

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit cycle parking in the basement and at ground level available for all site users.
2. Changing and showering facilities for staff.

3. Cycle and equipment loans and insurance for permanent staff.
4. Work with the Council to improve cycle routes to/from the site.
5. Information (including maps) on appropriate local cycle routes and on-site cycle parking to encourage site users to cycle to the development, targeted particularly at those who live within 5 miles of the Development.

Other initiatives

1. Encourage walking through the provision of information (including maps) on the best pedestrian routes to and from the site targeted particularly at those site users who live within 2 miles of the Development.
2. Use taxis as appropriate.

PART II: Review and Monitoring of the Travel Plan

The Developer shall ensure that the Travel Plan contains arrangements for the review and monitoring of the Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Development's Transport Accessibility

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. Consultation with employees

This will involve meeting users of the Development to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of users if the Plan is to succeed. This stage will include user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Developer will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

THE THIRD SCHEDULE
NATURE RESERVE PLAN

Works to the Nature Reserve and Nature Reserve Extension as shown on indicative terms in Plan 4 incorporating the works set out below such works to comply (i) with the reasonable requirements of Network Rail Infrastructure and the Council in respect of their health and safety responsibilities and railway responsibilities that may directly be affected by and related to the Development (ii) with the requirements of the Disability Discrimination Act 1995 and 2005 (iii) to incorporate sustainable materials and construction methods

Unless otherwise agreed with the Council OR the Council agrees alternative requirements or equivalent provision such works shall comprise the following:

- (a) The erection of palisade fencing (as marked in yellow on Plan 4) and access gates to a height to be agreed with Network Rail where the Owner is no longer Network Rail Infrastructure Limited and Camden Council so as to provide appropriate safety and security for visitors to the Nature Reserve.
- (b) The erection of palisade fencing must include the provision of a lockable engineers pedestrian access gate (such specification to be agreed with Network Rail Infrastructure Limited ("Network Rail")) at the point where the existing line side access meets the boundary of the Nature Reserve Extension
- (c) metal railings of a design and height to be agreed with Camden Council (as marked in red on Plan 4).
- (d) The construction of a brick wall and metal entrance gate to a design and specification to be agreed with Camden Council (as marked in orange on Plan 4).
- (e) The construction (or where appropriate repair and upgrading) of the pathways and steps shown on Plan 4 and the existing wall marked green on Plan 4. All new pathways and steps to be constructed in accordance with the specification to be agreed with Camden Council and to be suitable for the intended use on the Nature Reserve and with mobility access where appropriate and practical.

- (f) Appropriate signage as specified by Camden Council.
- (g) Four fixed high resolution, low light, colour, CCTV cameras – mounted on timber poles with underground conduits connected to the monitoring station at South Hampstead Synagogue and Community Centre.
- (h) Emergency call points at the Educational Facility and adjacent to dipping ponds, together with underground conduit to monitoring station at South Hampstead Synagogue and Community Centre.
- (i) Mains water supply, sewer connection, electricity supply and telephone connection to Educational Building laid in accordance with requirements of statutory authorities.
- (j) The electric cable ducts which run through the Property and contain Network Rail cables must be protected to the satisfaction of Network Rail's engineers (such specification to be agreed) and the costs of such work is to be paid by the Developer.
- (k) Two dipping ponds (marked blue on Plan 4) – size and precise location to be agreed with Network Rail and Camden Parks and Leisure Department – with appropriate drainage and with timber decking and timber safety ballustrades.

THE FOURTH SCHEDULE
NATURE RESERVE MANAGEMENT PLAN

Security personnel/caretaker at new South Hampstead Synagogue and Community Centre to have the following responsibilities:-

- (a) Monitoring of CCTV cameras, fire alarm, burglar alarm and emergency call system located on Nature Reserve.
- (b) Notification to police, fire brigade, ambulance service or other competent authority in the event of any alarm or incident on Nature Reserve or at the Educational Facility in accordance with procedures to be agreed with Camden Parks and Leisure Department.
- (c) Recording of CCTV pictures and retention of recording for period to be notified by Camden Council.
- (d) Locking and unlocking main gate at Nature Reserve at times and dates notified in writing by Camden Parks and Leisure Department.
- (e) Providing for a continuous five year period from the beginning of the third anniversary of the completion of the Nature Reserve works unpaid volunteer helpers who will provide a total of ten hours unpaid help during each week on weekday hours to be reasonably specified by the Council and these volunteers to undergo training and thereafter provide assistance and support in managing the Nature Reserve.

Allies & Morrison
85 Southwark Street
London
SE1 0HX

Application Ref: 2005/4431/P

06 October 2006

Dear Sir/Madam

DRAFT

FOR INFORMATION ONLY - **NOT A FORMAL DECISION**
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Railway embankment and land west of
49 Adelaide Road
London
NW3 3QB**

DECISION

Proposal:

Erection of new 2-3 storey building plus 2 basement levels to provide new synagogue (to be relocated from Eton Villas), plus community facilities, 4 ancillary self-contained flats and basement car park, and expansion and upgrading of existing Adelaide Road public nature reserve, including erection of new split-level cabin for new educational facility and installation of associated fencing, lighting and paths.

Drawing Nos: Extended Phase 1 Habitat Survey by Middlemarch Environmental Arboricultural Impact Assessment by CBA Trees; Statement -Greening the Building, dated October 2005, Access Statement dated December 2005, Final Energy Statement dated 12/12/2005.

332_07_000 rev P1; 001 rev P1; 002 rev P1; 003 rev P1; 004 rev P1; 005 rev P1; 100 rev P1
101 rev P1; 102 rev P1; 103 rev P1; B1 rev P1; B2 rev P1; 200 rev P1; 201 rev P1; 202 rev
P1; 300 rev P1; 301 rev P1; 302 rev P1; 332_07_500 rev P2; 501 rev P2; 502 rev P2; 503 rev
P2; 504 rev P2; 505 rev P2; 506 rev P2; 508 rev P2.

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 following details shall be provided by the applicant and approved by the Local Planning Authority before any permanent parts of the development is commenced.

- a) Samples of all facing materials;
- b) A samples board in respect of the above to be erected on site and retained until the development is completed;
- c) Typical details of all doors, windows, balustrading, balconies, stairs and fencing/railings at 1:20 scale.

The relevant parts of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to ensure an appropriate quality of built development in accordance with the requirements of policies EN15, EN18, EN20, EN61, TR19 and TR21 of the London Borough of Camden Unitary Development Plan 2000.

- 3 No development shall take place until full details of hard and soft landscaping (including plant and tree species), and means of enclosure of all open areas adjacent the main above ground development have been submitted to and approved by the Local Planning Authority. Such details shall include proposed earthworks including grading, mounding and other changes in ground levels.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN15, EN18, EN20, EN61, TR19 and TR21 of the London Borough of Camden Unitary Development Plan 2000.

- 4 No development shall take place on the nature reserve education facility until full details of adjacent hard and soft landscaping and means of enclosure have been submitted to and approved by the Local Planning Authority. Such details shall include a method statement for the protection of adjacent trees during the works.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme and to safeguard nature conservation interests in accordance with the requirements of policies EN15, EN56 and EN61 of the London Borough of Camden Unitary Development Plan 2000.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or, prior to the occupation for the permitted use 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 satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN57 and EN61 of the London Borough of Camden Unitary Development Plan 2000.

- 6 Climbing plant mesh soffit as provided in the submitted statement -Greening the Building- shall be erected on the front and rear elevations of the building and fully planted prior to the first occupation of the building. The climbing plants shall be allowed to progress to a mature state and shall be permanently retained and maintained in such condition to the reasonable satisfaction of the local planning authority thereafter.

Reason: In order to ensure that the development continues to respect the existing green, tree-lined character of the streetscene and offer an appropriate form of compensation for the loss of open space normally contrary to policy EN48 of the London Borough of Camden Unitary Development Plan 2000.

- 7 Notwithstanding the information shown in the approved basement level floor plans, amended details in respect of the following shall be submitted to and approved by the Council before the relevant part of the work is begun;
- a) amended basement parking layout omitting the 2 car spaces adjacent the cycle parking and replacement with a turning area clearly marked as -No Parking, and 3 further car spaces omitted in favour of further cycle storage and motorcycle parking;
 - b) amended forecourt layout to show details of 3 car-parking spaces for staff and visitors with disabilities.

The development shall not be implemented other than in accordance with such details as have been approved and the turning head permanently retained.

Reason: In order to provide for the appropriate servicing and minimum parking needs of the development in accordance with policy standards DS8, DS9 and DS10 of the London Borough of Camden Unitary Development Plan 2000.

- 8 Before the development is occupied the vehicle entry and exit points shown on the approved ground floor plan shall be clearly marked out as IN and OUT or similar, in thermoplastic paint. The markings shall be permanently maintained and retained unless prior written consent is given by the Council.

Reason: In order to satisfactorily provide for the safe and efficient servicing of the site in accordance with policies TR19 and TR21 of the London Borough of Camden Unitary Development Plan 2000.

- 9 Full details of security measures including CCTV cameras and lighting, to be positioned around the building and in the adjacent nature reserve, shall be submitted to and approved by the local planning authority prior to the first occupation of any part of the development.

Reason: In the interests of community safety and the amenities of the immediate area in accordance with policies RE2, EN19, EN20 and EN48 of the London Borough of Camden Unitary Development Plan 2000.

- 10 Details of a sustainable drainage system for the development shall be submitted to and approved by the local planning authority prior to the first occupation of any part of the development.

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 policy EN9 of the London Borough of Camden Unitary Development Plan 2000.

- 11 Details of cycle parking for the nature reserve education facility shall be submitted to and approved by the local planning authority prior to work being commenced on this part of the development. Such details as are approved shall be provided prior to occupation and permanently maintained and retained thereafter.

Reason: In order to ensure appropriate provision for refuse in accordance with policy TR22 of the London Borough of Camden Unitary Development Plan 2000.

- 12 Before the use commences, full details of the design of the refuse storage area (including provision for recycled materials) shall be submitted to and approved by the local planning authority. Such details shall be provided and thereafter permanently maintained and retained as approved.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies RE2 and DS9 of the London Borough of Camden Unitary Development Plan 2000.

- 13 No development shall take place until:
- The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the local planning authority; and
 - The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the local planning authority. All approved remediation measures shall be implemented strictly in accordance with the approved details.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage

use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000.

- 14 The development shall be undertaken in accordance with the recommendations contained within the Access Statement prepared by David Bonnett Associates, dated December 2005.

Reason: To ensure that the development is fully accessible to people with disabilities in accordance with policy RE3 of the London Borough of Camden Unitary Development Plan 2000 and the London Plan 2004.

- 15 The development shall incorporate the energy efficient design measures contained in the Final Energy Statement, dated 12 December 2005, prepared by Faber Maunsell-Aecom.

Reason: To ensure that the development generates an appropriate proportion of its energy from renewable sources in accordance with policy SD9C of the Unitary Development Plan - Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 and the London Plan 2004.

- 16 The development shall incorporate one of the two feasible renewable energy technologies identified in the Final Energy Statement, dated 12 December 2005, prepared by Faber Mansell-Aecom (either ground source heating and cooling or biomass heating) to the satisfaction of the Local Planning Authority. Written confirmation of the technology to be implemented, shall be submitted to the Local Planning Authority prior to commencement of construction.

Reason: To ensure that the development generates an appropriate proportion of its energy from renewable sources in accordance with policy SD9C of the Unitary Development Plan - Revised Deposit Draft as amended by the Proposed Modifications agreed by the Council's Executive on 11th January 2006 and the London Plan 2004.

Informative(s):

- 1 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.
- 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) 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 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE1, RE2, RE3, RE4, RE6, EN1, EN5, EN9, EN10, EN13, EN14, EN15, EN16, EN18, EN19, EN20, EN48, EN56, EN61, TR1, TR3, TR4, TR17, TR19, TR21, TR22, SC1, SC2, SC6, SC8, DS6, DS8, DS9, DS10. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 The Habitat Survey has identified Japanese knotweed as being present on the site, deemed an invasive species by the Wildlife and Countryside Act 1981, making it an offence to be grown or otherwise caused to be grown in the wild. A method statement and plan dealing with its removal should be prepared in accordance with the legislation.

- 5 You are reminded that bats, reptiles and nesting birds are protected under the Wildlife and Countryside Act 1981 and should any bats or their roosts be found on the site then English Nature should be contacted. Further survey work of potential habitats should be undertaken together with mitigation/replacement habitat creation as appropriate in accordance with the recommendations of the Habitat Survey accompanying the application. Survey work and clearing of trees and shrubs should take place outside of the bird-nesting period (i.e. outside of March-Sept) unless supervised by a competent ecologist to ensure that relevant legislative requirements are met.

DRAFT

Yours faithfully

DECISION

Culture and Environment Directorate

DATED 12TH DECEMBER 2006

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

**(2) THE TRUSTEES OF THE SOUTH HAMPSTEAD
CHARITABLE TRUST**

and

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

A G R E E M E N T

**relating to land known as Adelaide Road Embankment Site London NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

Alison Lowton
Director of Law and Administration
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP
Tel: 020 7974 1947
Fax: 020 7974 2962

sdg/adelaide road/Section 106 Agreement 140806