

DATED 27 November 2015

(1) E. SHARON GROUP (MANAGEMENT) LIMITED (THE)

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

**62A Haverstock Hill & 201 Prince of Wales Road
London
NW3 2BH**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
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CLS/PK/1781.165 (final)

THIS AGREEMENT is made the 27 day of November 2015

BETWEEN:

1. **E. SHARON GROUP (MANAGEMENT) LIMITED (THE)** (registered under company number 00707229) whose registered office is at 58-60 Berners Street, London, W1T 3JS (hereinafter called "the Owner") of the first part
2. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number 252115.
- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 10th March 2015 and the Council resolved to grant permission conditionally under reference number 2015/1381/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 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.

1.6 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 "Basement Approval in Principle Application" an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
- 2.4 "Basement Approval in Principle Contribution" the sum of £3,000 (three thousand pounds) to be applied by the Council in event of receipt towards the assessment by the Council's Highways Structural team of the Basement Approval in Principle Application
- 2.5 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells

(as amended from time to time) and shown in the Fifth Schedule annexed hereto

- 2.6 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.7 "the Completion Date" the date of issue of the Certificate of Practical completion
- 2.8 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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):-
- (i) 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 the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
 - (ii) incorporation of the provisions set out in the First Schedule annexed hereto;

- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.9 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.10 "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

2.11 “Detailed Basement Construction Plan”

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Construction Method Statement by Price and Myers dated 19th January 2015 submitted with the Planning Application and to include the following key stages:-

(i) the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) AND for details of the appointment to be submitted to the Council for written approval (and the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance); and

(ii) the Basement Design Engineer to formulate the appropriate plan to fulfil the

requirements of the Detail Construction Basement Plan and at all times to ensure the following:-

(a) that the design plans have been undertaken in accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriate modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(b) that the result of these appropriate figures ensure that that the Development can be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage; and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in accordance with this Agreement includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(1) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);

(2) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(3) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(4) the Basement Design Engineer to be retained throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(5) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(6) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(7) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity

and 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.

(iii) the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) (from the same company as the Basement Design Engineer if the Owner so thinks fit) and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance; and,

(iv) for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (1)-(7) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.

(v) Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in accordance with the terms and clauses of this Agreement.

(vi) The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan

2.12 "the Development"

demolition of existing buildings and erection of 1-3 storey, plus basement, building comprising 3 x flats as shown on drawing numbers 126_X_10_01 Rev P4; 126_X_10_21 Rev P4; 126_X_22_01 Rev P4; 126_X_23_01 Rev P4; 126_X_24_01 Rev P4; 126_X_32_01 Rev P4; 126_X_33_01 Rev P4; 126_X_34_01 Rev P4; 126_X_36_01 Rev 4; 126_X_41_01 Rev P4; 126_X_41_21 Rev P4; 126_X_42_01 Rev P4; 126_X_42_21 Rev P4; 126_P_10_01 Rev P8; 126_P_21_01 Rev P8; 126_P_22_01 Rev P9; 126_P_23_01 Rev P9; 126_P_24_01 Rev P9; 126_P_25_01 Rev P9; 126_P_31_01 Rev P9; 126_P_32_01 Rev P8; 126_P_33_01 Rev P9; 126_P_34_01 Rev P9; 126_P_35_01 Rev P8;

126_P_41_01 Rev P8; 126_P_41_21 Rev P8;
126_P_42_01 Rev P8; 126_P_42_21 Rev P8;
126_P_43_01 Rev P1; 126_P_44_01 Rev P1;
Design and Access Statement by Carmody
Groarke dated February 2015; Planning
Statement by DP9 dated February 2015;
Daylight & Sunlight Report by GIA dated 29th
April 2015; Draft Construction Management Plan
dated 29th May 2015; Basement Impact
Assessment by GEA dated January 2015; Flood
Risk Assessment by Evans River and Coastal
dated January 2015; Construction Method
Statement by Price and Myers dated December
2014

2.13 "the Existing Buildings"

the buildings and structures existing at the
Property at the date hereof

2.14 "the Highways
Contribution"

the sum of £14,038 (fourteen thousand and
thirty-eight 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
event of receipt for the carrying out works to the
Public Highway and associated measures in the
vicinity of the Property such works to include the
following ("the Highways Works"):

- (i) to repave (in similar materials where
practicable) the footway adjacent to the
Property at Haverstock Hill and Prince of
Wales Road; and
- (ii) any other works required as a direct
result of the Development (such works as
considered necessary by the Council)

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 undertaker's works and excludes any statutory undertaker's costs

2.15 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.16 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.17 "Neighbouring Properties"

the properties on Haverstock Hill and 201 Prince of Wales Road located within close proximity of the Property

2.18 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.19 "the Parties"

the Council and the Owner

2.20 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 10th March 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1381/P subject to conclusion of this Agreement

- 2.21 "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
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
- 2.23 "the Programme of Works" the Programme of Works for carrying out the Development as set out in the Fourth Schedule annexed hereto (or as otherwise agreed in writing by the Council)
- 2.24 "the Property" the land known as 62A Haverstock Hill & 201 Prince of Wales Road, London, NW3 2BH the same as shown edged red on the plan at the Third Schedule annexed hereto
- 2.25 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.26 "Reasonable Endeavours" where there is a reasonable endeavours obligation on the part of the Owner in this Agreement the Owner shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then on the other Party's request the Owner shall provide an

explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

- 2.27 "the Relevant Date" for the purposes of the Fourth Schedule only the date being the date six (6) weeks from the date of the Planning Permission
- 2.28 "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
- 2.29 "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
- 2.30 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 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 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 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.1.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.2 **CAR FREE**

4.2.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 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 4.2.1 of this Agreement.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

4.3.1 No later than four (4) weeks from the date of the issue of Planning Permission To submit to the Council the draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld).

4.3.3 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.

4.3.4 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.4 **COMMENCEMENT OF THE DEVELOPMENT**

No later than six (6) months from the date of this Agreement To Implement the Development subject always to the provisions of clause 6.9 of this Agreement.

4.5 **COMPLETION OF THE DEVELOPMENT**

4.5.1 To obtain the Certificate of Practical Completion.

4.5.2 To ensure that the Completion Date of the Development is not later than thirty-six (36) months from the date of this Agreement **SAVE ONLY THAT** if the completion of the Development by such date becomes impossible by reason of circumstances beyond the control of the Owner the date for completion may be such later date as may be agreed in writing by the Council having regard to the circumstances.

4.6 **DETAILED BASEMENT CONSTRUCTION PLAN**

4.6.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.

4.6.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

4.6.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will control ground movements such that impact on the Neighbouring Properties is limited to "very slight" in accordance with the Fifth Schedule annexed hereto.

4.6.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.6.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.6.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.7 HIGHWAYS

4.7.1 No later than four (4) weeks from the date of this Agreement To:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.7.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.7.3 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 undertaker's costs.

4.7.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works together with a schedule of costs included in such Certified Sum.

4.7.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen (14) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.8 **PROGRAMME OF WORKS**

To use all Reasonable Endeavours to carry out the Development (or ensure that the Development is carried out) in accordance with the Programme of Works subject to any agreement of the Council to extend the time periods specified in the Programme of Works (such agreement to be evidenced in writing from the Council to the Owner).

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

5.1 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (on the basis that the Owner's project manager contacts the Council) to facilitate the carrying out and completion of the Highway Works at the same time as the Development and in line with the Programme of Works.

5.2 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.

5.3 Within seven days (7) 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 2015/1381/P the date upon which the Development is ready for Occupation.

5.4 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 shall comply with any reasonable requests of the Council to have access to any part

of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall:
- (i) (if requested to do so in writing by the Owner) provide through its Planning Obligations Monitoring Officer written confirmation of compliance; or
 - (ii) (if requested to do so in writing and subject to payment of a fee of £1,000 by the Owner to the Council in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.7 Submission of any plan to the Council under Clause 4 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 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 reference 2015/1381/P.
- 5.8 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council 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 2015/1381/P or by Electronic Transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.

5.9 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three (3) 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 Index 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

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

5.11 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council

shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2015/1381/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 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.
- 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 or is modified (other than by agreement with or at the request of the Owner) 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.

6.9 The Owner's obligation under clause 4.2 (Commencement of the Development) shall at no time permit the Owner to breach any condition obligation or covenant in the Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
E. SHARON GROUP (MANAGEMENT))
LIMITED (THE))
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))
Director Signature:)

MARCEL SCHEINER
.....
Marcel Scheiner
.....

Director/Secretary Name (CAPITALS))
Director/Secretary Signature:)

EDITH SCHEINER
.....
Edith Scheiner
.....

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

.....
R. Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative effects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating HGVs must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION

DP9 Ltd
100 Pall Mall
London
SW1Y 5NQTel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866planning@camden.gov.uk
www.camden.gov.uk/planningApplication Ref: **2015/1381/P**

18 November 2015

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:

**62 Haverstock Hill & 201 Prince of Wales Road
London
NW3 2BH**

Proposal:

Demolition of existing buildings and erection of 1-3 storey, plus basement, building comprising 3x flats.

DECISION
Drawing Nos: Site Location Plan 126_X_10_01 Rev P4; 126_X_10_21 Rev P4; 126_X_22_01 Rev P4; 126_X_23_01 Rev P4; 126_X_24_01 Rev P4; 126_X_32_01 Rev P4; 126_X_33_01 Rev P4; 126_X_34_01 Rev P4; 126_X_36_01 Rev 4; 126_X_41_01 Rev P4; 126_X_41_21 Rev P4; 126_X_42_01 Rev P4; 126_X_42_21 Rev P4
126_P_10_01 Rev P8; 126_P_21_01 Rev P8; 126_P_22_01 Rev P9; 126_P_23_01 Rev P9; 126_P_24_01 Rev P9; 126_P_25_01 Rev P9; 126_P_31_01 Rev P9; 126_P_32_01 Rev P8; 126_P_33_01 Rev P9; 126_P_34_01 Rev P9; 126_P_35_01 Rev P8; 126_P_41_01 Rev P8; 126_P_41_21 Rev P8; 126_P_42_01 Rev P8; 126_P_42_21 Rev P8; 126_P_43_01 Rev P1; 126_P_44_01 Rev P1;

Design and Access Statement by Carmody Groarke dated February 2015; Planning Statement by DP9 dated February 2015; Daylight & Sunlight Report by GIA dated 29th April 2015; Draft Construction Management Plan dated 29th May 2015; Basement Impact Assessment by GEA dated January 2015; Flood Risk Assessment by Evans River and Coastal dated January 2015; Construction Method Statement by Price and Myers dated December 2014



The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Site Location Plan 126_X_10_01 Rev P4; 126_X_10_21 Rev P4; 126_X_22_01 Rev P4; 126_X_23_01 Rev P4; 126_X_24_01 Rev P4; 126_X_32_01 Rev P4; 126_X_33_01 Rev P4; 126_X_34_01 Rev P4; 126_X_36_01 Rev 4; 126_X_41_01 Rev P4; 126_X_41_21 Rev P4; 126_X_42_01 Rev P4; 126_X_42_21 Rev P4
126_P_10_01 Rev P8; 126_P_21_01 Rev P8; 126_P_22_01 Rev P9; 126_P_23_01 Rev P9; 126_P_24_01 Rev P9; 126_P_25_01 Rev P9; 126_P_31_01 Rev P9; 126_P_32_01 Rev P8; 126_P_33_01 Rev P9; 126_P_34_01 Rev P9; 126_P_35_01 Rev P8; 126_P_41_01 Rev P8; 126_P_41_21 Rev P8; 126_P_42_01 Rev P8; 126_P_42_21 Rev P8; 126_P_43_01 Rev P1; 126_P_44_01 Rev P1;

Design and Access Statement by Carmody Groarke dated February 2015; Planning Statement by DP9 dated February 2015; Daylight & Sunlight Report by GIA dated 29th April 2015; Draft Construction Management Plan dated 29th May 2015; Basement Impact Assessment by GEA dated January 2015; Flood Risk Assessment by Evans River and Coastal dated January 2015; Construction Method Statement by Price and Myers dated December 2014.

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

- 3 Prior to commencement full details of the proposed mechanical ventilation system for each unit demonstrating that air inlet locations will be positioned away from busy roads and as close to roof level as possible should be submitted to the Local Planning Authority and approved in writing. The development shall thereafter be constructed and maintained in accordance with the approved details.

Reason: To protect the amenity of residents in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP32 of the London Borough of Camden Local Development Framework Development Policies.



- 4 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 5 Prior to construction the development hereby approved an energy statement demonstrating how a 20% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy shall be submitted to and approved in writing by the Local Planning Authority. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

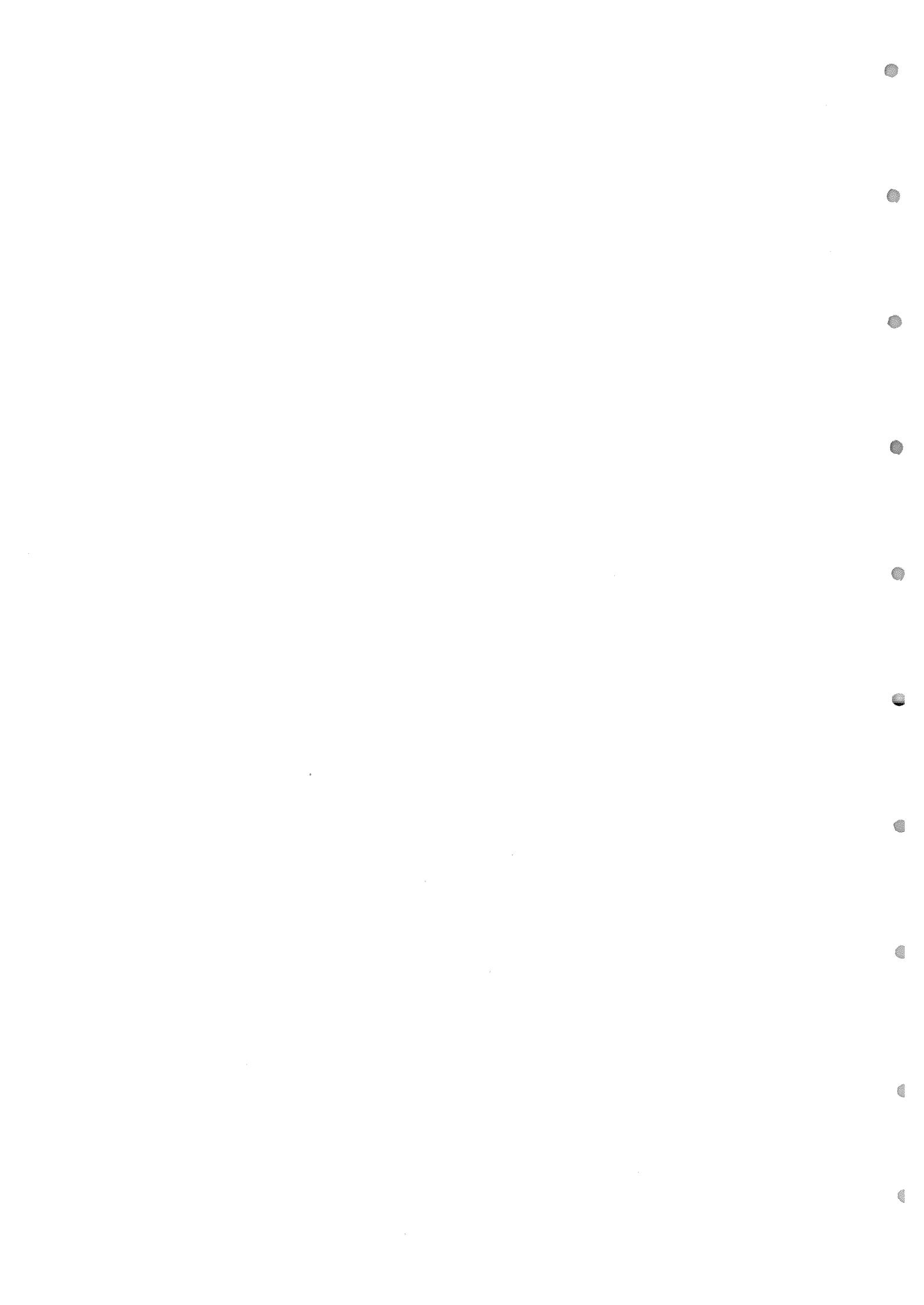
Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction).

- 6 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

- a) Plan, elevation and section drawings of all new doors and windows at a scale of 1:10 with including jambs, head and cill, details at a scale of 1:5.
- b) Samples and manufacturer's details of new facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given. The panel must include facing brickwork demonstrating the proposed



colour, texture, face-bond and pointing.

The relevant part of the works shall then be carried in accordance with the approved details

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Only the area specified as a 2nd floor roof terrace on the plans hereby approved shall be used for such purposes; no other external flat roof area at second floor level shall be used as a roof terrace/balcony, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of the new residential unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 11 No external plant shall be fixed to the building until the full details of its location, design and specification along with an accompanying noise report have been submitted to and approved by the local planning authority in writing. The plant shall be installed and maintained only in strict accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26



and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Notwithstanding the information indicated on the approved drawings, revised details of the final colour and finish of the proposed building shall be submitted to the local planning authority and a sample panel erected on site. The work on the relevant part shall not commence until such time as the local planning authority's written approval has been given and shall then proceed only in accordance with the approved details. The approved samples shall be retained on site during the course of the works.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.



- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 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.
- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 8 The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

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

- 9 You are advised in regard to condition 12 above that a paler colour for the main facing material should be chosen from that indicated in the illustrative material submitted with the application. Please contact Charles Rose on 020 7974 1971 or email charles.rose@camden.gov.uk for further advice relating to this matter.



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

Culture and Environment Directorate

DRAFT

DECISION

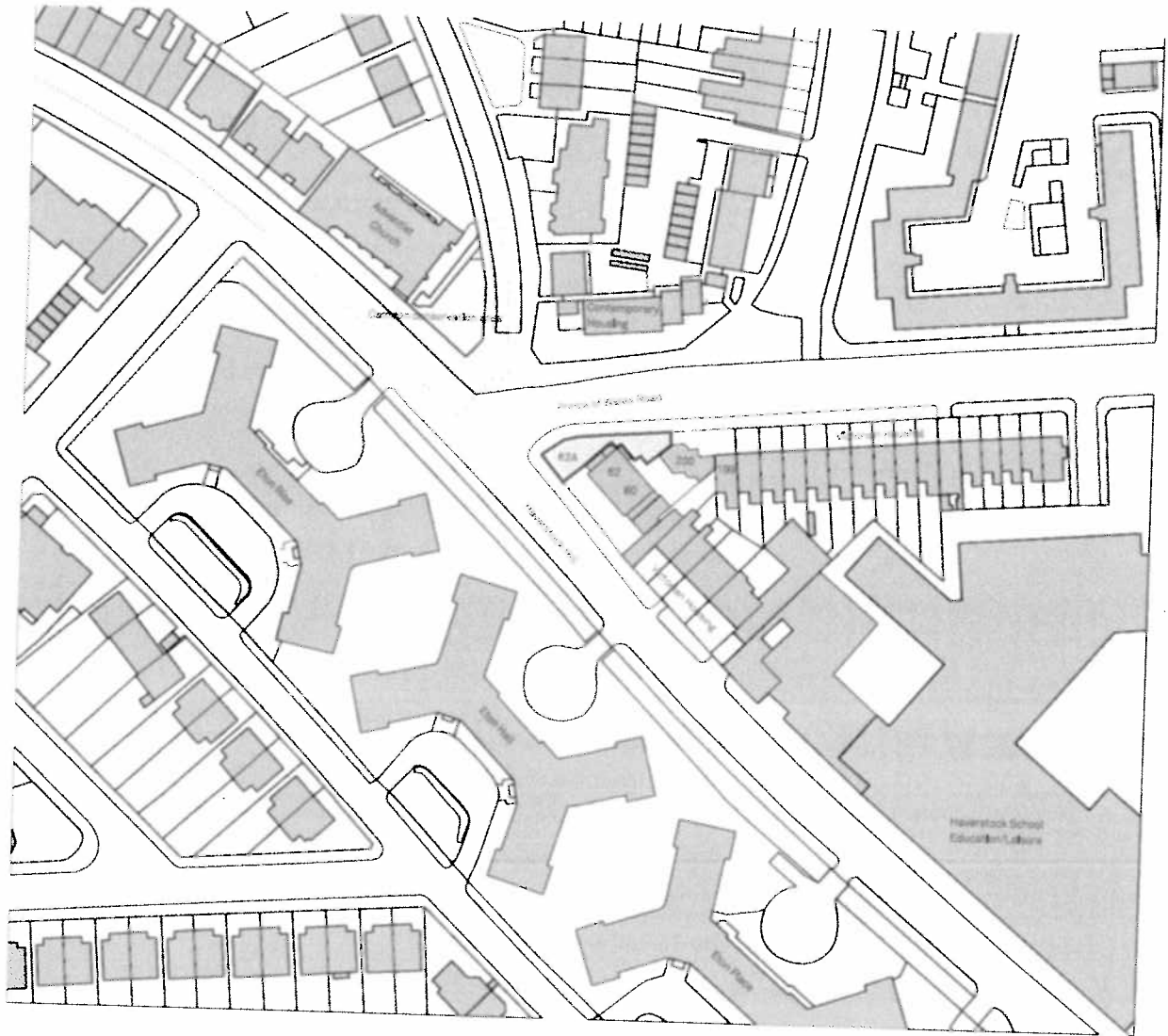


THE THIRD SCHEDULE

PLAN OF THE PROPERTY

Plan of the property

62 & 62A Haverstock Hill & 201 Prince of Wales Road, London, NW3 2BH



R. Alexander



THE FOURTH SCHEDULE

THE PROGRAMME OF WORKS

From the Relevant Date the Owner shall

- (i) within three (3) calendar months have entered into any:
 - (a) party wall agreement required for carrying out the Development; and
 - (b) building contract necessary for carrying out the Development such building contract providing an express legal commitment between the Owner and the with builders to secure the carrying out and completion of the works authorised by the Planning Permission and in accordance with any specified timeframe in this Agreement

- (ii) within three (3) calendar months have submitted to the Council a schedule of works to include details of:
 - (a) any works required to be carried out by utility companies;
 - (b) once-monthly updates on actions to be taken to secure vacant possession of the property and subsequent measures for ensuring that the property is secured satisfactorily to prevent future occupation by unauthorised persons;
 - (c) minutes of any meetings with the metropolitan police and any recommendations made in respect of site security;
 - (d) details of any site security measures taken to secure the property at all times and, if no such measures have been taken, an explanation as to why such measures are considered unnecessary; and
 - (e) an itemised scheme of works (and proposed dates) to be actioned by the builder (such builder being the builder who has entered into the building contract with the Owner).

- (iii) within three (3) calendar months have submitted to the Council a list of dates for on-site meetings with officers of the Council throughout the period from the Implementation Date to the Completion Date such dates to be held once every four (4) weeks (unless otherwise agreed by the Council)

- (iv) within six (6) calendar months have commenced demolition in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement

- (v) within nine (9) calendar months have commenced construction works in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement
- (vi) within twenty-four (24) calendar months have substantially completed all major structural works (e.g. joints/insertion of new floors, rebuilding of rear elevation, structural walls, roof) in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement
- (vii) within thirty (30) calendar months have completed all typical "first fix" works e.g. subdivision/studwork partitioning, laying on main services connections.
- (viii) within thirty-two (32) calendar months have completed all:
 - (a) typical "second fix" works e.g. plasterwork, installation of electrical services, sanitary ware, floor surfaces; and
 - (b) external and internal finishing and decorationin accordance (where relevant) with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement

THE FIFTH SCHEDULE
The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells





DATED 27 November 2015

(1) E. SHARON GROUP (MANAGEMENT) LIMITED (THE)

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

62A Haverstock Hill & 201 Prince of Wales Road
London
NW3 2BH

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.165 (final)