

DATED

27 MAY

2016

**(1) MICHAEL JOSEF ZUR-SZPIRO and
SUSAN LINDA ZUR-SZPIRO**

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
231 GOLDHURST TERRACE
LONDON NW6 3EP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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THIS AGREEMENT is made the 27th day of MAY 2016

B E T W E E N:

- i. **MICHAEL JOSEF ZUR-SZPIRO and SUSAN LINDA ZUR-SZPIRO** of 231 Goldhurst Terrace London NW6 3EP (hereinafter called "**the Owner**") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute under title number NGL120504.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 April 2015 and the Council resolved to grant permission conditionally under reference number 2015/2384/P subject to conclusion of this 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 section 278 of the Highways Act 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 and section 278 of the Highways 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 Deed made pursuant to section 106 of the Highways Act
- 2.3. **"the Basement Design Engineer"** 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 tasked with producing and implementing the Detailed Basement Construction Plan and shall at all times exercise a general duty of care to act with reasonable care and skill
- 2.4. **"the Borough"** London Borough of Camden
- 2.5. **"the Burland Scale"** an industry recognised category of structural damage as specified at para 3.27 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
- 2.6. **"the Certificate of Practical Completion"** the certificate issued by the Owner's agent contractor architect or project manager certifying that the Development is Practically Completed
- 2.7. **"the Certifying"** a suitably certified engineer (qualified in the fields of

- Engineer"** geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development to be appointed to conduct a review of and to certify that the Detailed Basement Construction Plan has been implemented
- 2.8. **"Conservation Area"** the South Hampstead Conservation Area located in the Borough
- 2.9. **"Construction Management Plan"** a plan setting out the measures that the Owner will adopt in undertaking 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 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 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) proposals to ensure there are no adverse effects on the Conservation Area features

(iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(v) 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);

(vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vii) 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

- 2.10. **"the Construction Phase"** the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.11. **"Construction Working Group"** a group of agents contractors and/or project managers who are or will be tasked by the Owner from time to time to deliver the Construction Management Plan
- 2.12. **"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

2.13. **“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 mitigation 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 Basement Impact Assessment Audit By Campbell Reith dated November 2015 submitted with the Planning Application and to include the following key stages:-

(1) the Owner to nominate the Basement Design Engineer AND FOR DETAILS OF THE NOMINATION TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE OF APPOINTMENT IN ACCORDANCE WITH CLAUSE 6.1 such approval not to be unreasonably withheld or delayed (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,

(2) the Basement Design Engineer to formulate the appropriate plan ("**Written Detailed Basement Construction Plan**") to fulfil the requirements of the Detailed Construction Basement Plan and at all times to see that:-

(a) design plans are undertaken in accordance with the terms of this Agreement and

incorporating appropriately proper design and conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties; and

(b) design plans showing that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "slight" with reference to the Burland Scale; and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in accordance with this Agreement and 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 are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of 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);

(ii) a method statement detailing the proposed method to see that 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;

(iii) 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;

(iv) the Basement Design Engineer to be available throughout the Construction Phase to inspect and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to see that there is compliance with the plans and drawings as approved by the building control body;

(v) measures to see that 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);

(vi) measures to see that 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,

(vii) 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.

(3) the Owner to appoint the Certifying Engineer AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE OF APPOINTMENT IN ACCORDANCE WITH CLAUSE 6.1 such approval not to be unreasonably withheld or delayed; and,

(4) for the Certifying Engineer to review the Written Detailed Basement Construction Plan and offer a 2 page review report to the Council confirming that it has been formulated in accordance with the terms of this Agreement and has appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) 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 a revised Written Detailed Basement Construction Plan.

(5) Only thereafter shall the Owner submit the agreed finalised version of the Written 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.

(6) 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 reasonably and properly required by the Council then the Owner agrees to reimburse the Council for any costs reasonably and properly 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.

2.14. **"the Development"** excavation at basement level for ancillary residential floorspace with front and rear lightwells, erection of a single storey rear extension with bay window and roof lantern, installation of external staircases between the ground floor and basement, new lift platform to the front, disabled ramp to the rear elevation and new decking area to the rear as shown on drawing numbers Z-513: 01, Z-513:02, Z-513:PR02, Z-513:03, Z-513:PR03, Z-513:05, Z-513:PR05, Z-513: 06, Z-513: PR06, Z-513:PR07, Z-513:07, Z-513: 08, Z-

513PR08, Z-513-09, Z-513: PR10,Z513 PR09, Z-513: 11, Z-513: PR11, Ordinance Survey Map, Block Plan, Basement Impact Assessment Ref: ZS 3170, and Design and Access Statement

- 2.15. **"the Highways Act"** the Highways Act 1980 (as amended)
- 2.16. **"the Highways Contribution"** the sum of £5,000 (five thousand 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 of the Highways Works
- 2.17. **"Highways Works"** works to the Public Highway and associated measures in the immediate vicinity of the Property and as are reasonably and properly required by the Council due to damage caused during and as a result of the Construction Phase of the Development to make good such damage such works to include the following:
- a) resurfacing the Public Highway; and
 - b) any other works the Council acting reasonably considers necessary as a direct result of damage caused to the Public Highway during the Construction Phase of the Development
- all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs
- 2.18. **"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 forming part of the Development and references to **"Implementation"** and

		"Implement" shall be construed accordingly
2.19.	"Interest"	4% per annum above the base rate of the National Westminster Bank plc or such other bank as the Council may from time to time nominate in writing.
2.20.	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.21.	"Neighbouring Properties"	the neighbouring properties known as 229 and 233 Goldhurst Terrace, London NW6 3EP
2.22.	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.23.	"the Parties"	mean the Council and the Owner
2.24.	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 27 April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2384/P subject to conclusion of this Agreement
2.25.	Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc. must be sent in the manner prescribed at Clause 6.1 hereof
2.26.	"the Planning Permission"	a planning permission granted for the Development and pursuant to the Planning Application and substantially in the draft form annexed hereto
2.27.	"Practical Completion"	the completion of the works in relation to the Development that enables the Development to be used

for the purpose for which it was designed, save for any minor defects and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly

- 2.28. **"the Property"** the land known as 231 Goldhurst Terrace London NW6 3EP the same as shown shaded grey on the plan annexed hereto
- 2.29. **"the Public Highway"** any carriageway footway and/or verge immediately adjoining the Property maintainable at public expense
- 2.30. **"Working Day"** means a day other than a Sunday or public holiday or bank holiday in England when banks in London are open for business

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 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. This Agreement is also made in pursuance of section 278 of the Highways Act.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of Clauses 1, 2, 3, 4, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants, undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council to observe and perform as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1. On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2. Not to implement nor allow implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3. The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4. To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the

Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps reasonably required to remedy such non-compliance.

4.2 HIGHWAYS CONTRIBUTION

4.2.1 On or prior to the Implementation Date to:-

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

4.2.2 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.

4.2.3 For the avoidance of doubt the Owner acknowledges that the Council has the right to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.

4.2.4 On receipt of the Highways Contribution the Council shall provide the payer with a copy of a receipt evidencing payment.

4.2.5 Within seven days following Practical Completion the Owner shall submit to the Planning Obligations Monitoring Officer a Certificate of Practical Completion in the manner outlined at Clause 6.1 hereof quoting the Planning Permission reference 2015/2384/P.

4.2.6 Within fourteen days of the Council's receipt of the Certificate of Practical Completion the Council shall carry out an inspection of the Public Highway.

4.2.7 Where no Highways Works are reasonably and properly required then the Council shall within fourteen days of the said inspection return the Highways Contribution in full to the Owner.

- 4.2.8 Where the Council reasonably and properly considers that Highways Works are required the Council shall notify the Owner in writing in accordance with Clause 6.1
- 4.2.9 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.10 Where the Council has carried out the Highway Works in accordance with this Clause 4.2.8 and 4.2.9 on completion of said Highway Works the Council shall provide to the Owner a certificate specifying the sum ("**the Certified Sum**") reasonably and properly expended by the Council in carrying out the Highway Works.
- 4.2.11 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.12 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

4.3 **BASEMENT CONSTRUCTION PLAN**

- 4.3.1 The Owner shall procure the Written Detailed Basement Construction Plan, and prior to the Implementation Date provide it to the Council for approval.
- 4.3.2 The Owner shall not Implement or allow Implementation of the Development until such time as the Council has approved the Written Detailed Basement Construction Plan as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from the 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 exercise reasonable care and skill to see that there will not be any structural problems with neighbouring properties nor the Development itself.

4.3.4 The Owner shall ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and shall use best endeavours 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.

4.3.5 The Owner shall not 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 Written Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development such approval not to be unreasonably withheld or delayed.

4.3.6 Following the Occupation Date the Owner shall not continue to Occupy or permit the continued Occupation of any part of the Development at any time when the Development is not being managed in strict 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.

5 NOTICE TO THE COUNCIL/OTHER MATTERS

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

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

- 5.3 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.
- 5.4 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £500 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation notwithstanding that such a fee shall not be payable in relation to confirmation of payment of the Highways Contribution which shall be governed in accordance with Clause 4.2.4.
- 5.5 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/2384/P.
- 5.6 Payment of the financial contribution pursuant to Clause 4.2 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 the Highways Contribution relates quoting the reference number 2015/2384/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, London 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.

5.7 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.

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the 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 due ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.9 All costs and expenses payable to the Council under this Agreement shall bear Interest from time to time being charged from the date such payment is due until payment is made.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team , 2nd Floor , 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/2384/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 and addressed to the Owner at the aforementioned address.

- 6.2 This Agreement shall be registered by the Council 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 this Agreement shall forthwith determine and cease to have effect.

7 JOINT AND SEVERAL LIABILITY

7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8 RIGHTS OF THIRD PARTIES

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

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

**EXECUTED AS A DEED BY
MICHAEL JOSEF ZUR-SZPIRO
in the presence of:**

)
)
) 

Hazel Matthews
.....
Witness Signature

Witness Name *Hazel Lillian Matthews*
Address *231 Goldhurst Terrace London*
Occupation
Carer

**EXECUTED AS A DEED BY
SUSAN LINDA ZUR-SZPIRO
in the presence of:**

)
)
) 

Hazel Matthews
.....
Witness Signature

Witness Name *Hazel Lillian Matthews*
Address *231 Goldhurst Terrace*
Occupation
Carer

CONTINUATION OF SECTION 106 AGREEMENT FOR 231 GOLDHURST
TERRACE, LONDON NW6 3EP

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 affects 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 large vehicles over 3.5 tonnes 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 undertake 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
The Burland Scale

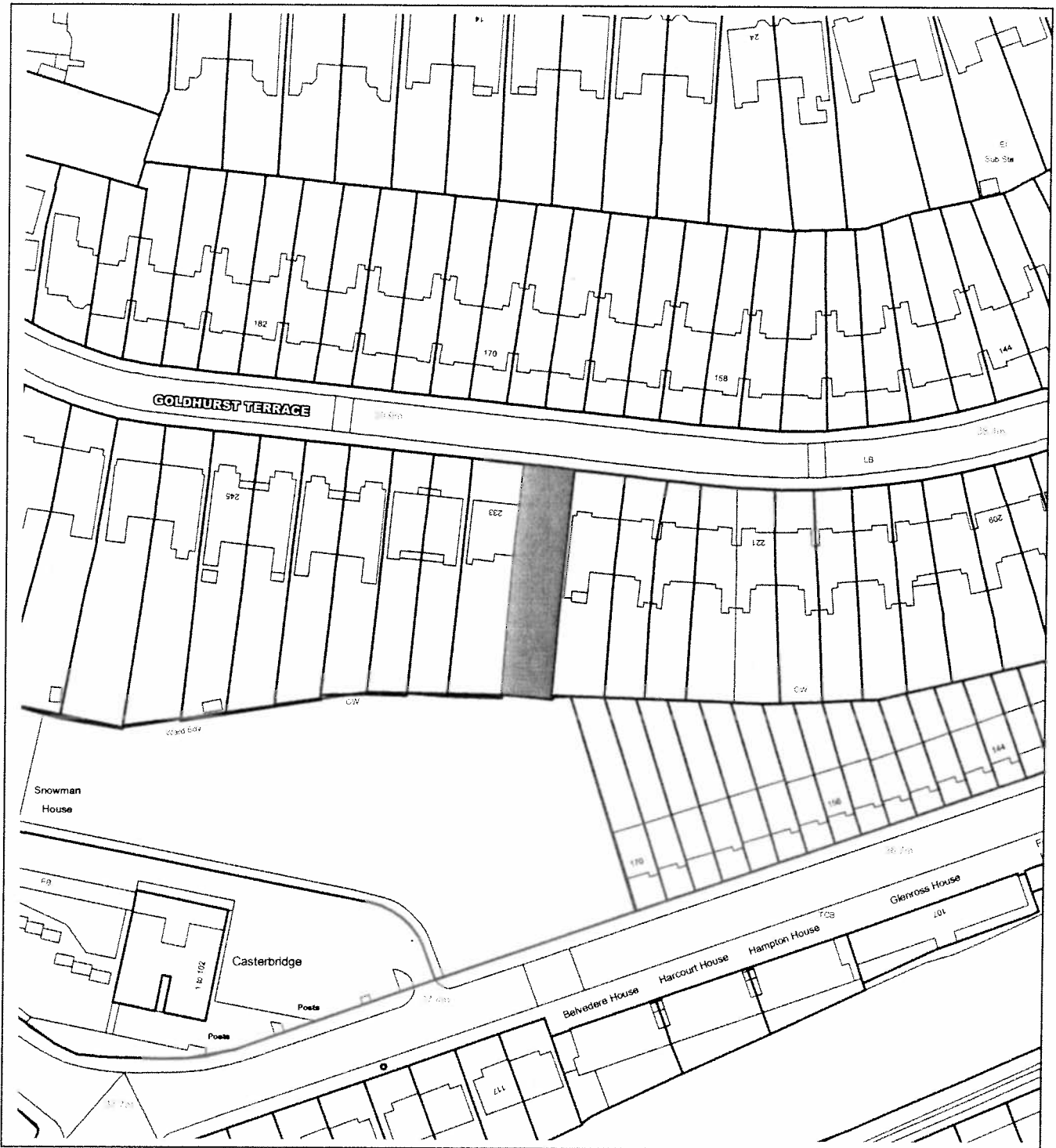
Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps 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

R Alexander (ROS ALEXANDER)

231 Goldhurst Terrace, London NW6 3EP



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Susan 2w - Sep 10

RPR Planning Ltd
14 Townsend Lane
Kingsbury London
London
NW97JH

Application Ref: **2015/2384/P**

19 May 2016

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:
231 Goldhurst Terrace
London
NW6 3EP

Proposal:

DECISION
Excavation at basement level for ancillary residential floorspace with front and rear lightwells, erection of a single storey rear extension at ground floor level with bay window and roof lantern, installation of external staircases between the ground floor and basement at front and rear elevation, new lift platform to the front and disabled ramp to the rear elevation.

Drawing Nos: SZ13-01, SZ13-02, SZ13-03, SZ13-05, SZ13-06, SZ13-07, SZ13-08, SZ13-09, SZ13-10, SZ13-11, Z-513:PR01, Z-513:PR02, Z-513:PR03, Z-513:PR05, Z-513:PR06, Z-513:PR07, Z-513:PR08, Z-513:PR09, Z-513:PR10, Z-513:PR11, Site Location Plan, Design and Access Statement from RPR Planning, Basement Impact Assessment Report from Ashton Bennett (Updated June 2015) and Campbell Reith Consulting Engineers Basement Impact Assessment Dated November 2015.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans SZ13-01, SZ13-02, SZ13-03, SZ13-05, SZ13-06, SZ13-07, SZ13-08, SZ13-09, SZ13-10, SZ13-11, Z-513:PR01 REVA, Z-513:PR02 REVA, Z-513:PR03, Z-513:PR05, Z-513:PR06, Z-513:PR07, 5Z13:PR08, Z-513:PR09, 5Z13:PR09, Z-513:PR10, Z-513:PR1, Site Location Plan, Design and Access Statement from RPR Planning, Basement Impact Assessment Report from Ashton Bennett (Updated June 2015) and Campbell Reith Consulting Engineers Basement Impact Assessment Dated November 2015.

Reason:

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

Informative(s):

- 1 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.
- 2 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).

- 3 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.
- 4 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.
- 5 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DATED

27 MAY

2016

**(1) MICHAEL JOSEF ZUR-SZPIRO and
SUSAN LINDA ZUR-SZPIRO**

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
231 GOLDHURST TERRACE
LONDON NW6 3EP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962