

DATED

*5<sup>th</sup> October*

2016

**(1) CASPAR ANTONIUS BERENDSEN and CELIA ALIX MUNOZ MOTTE**

and

**(2) BARCLAYS BANK plc**

and

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

**A G R E E M E N T**  
relating to land at

**Grove Lodge, Admirals Walk, London NW3 6RS**

**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  
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London WC1H 9LP

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CLS/COM/PM/1781.382

2015/4485/P  
FINAL 090316



THIS AGREEMENT is made the 5<sup>th</sup> day of October 2016

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

- i. **CASPAR ANTONIUS BERENDSEN** and **CELIA ALIX MUNOZ MOTTE** of Grove Lodge, Admirals Walk, London NW3 6RS (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK plc** (company registration number 1026167) of 1 Churchill Place, London E14 5HP (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL19585 subject to a charge to the Mortgagee.
- 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 Mortgagee as mortgagee under a legal charge registered under Title Number NGL19585 and dated 11<sup>th</sup> August 2014 is willing to enter into this Agreement to give its consent to the same.
- 1.4 A Planning Application for the development of the Property was validated on 4<sup>th</sup> August 2015 under reference numbers 2015/4485/P.
- 1.5 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.

- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Council is satisfied that the provisions and obligations contained in this Agreement comply with Regulation 122 of the Community Infrastructure Regulations 2010 and are sufficient in respect thereof.

## 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 £1,500 (one thousand five hundred 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 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 contractor architect or project manager certifying that the Development has been completed

2.7 "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 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) 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) 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;
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) 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

2.8 "the Construction Phase"

the whole period between

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

2.9 "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

2.10 "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 Basement Impact Assessment By HR Wallingford dated August 2015 submitted with the Planning Application and to include the following key stages:-

*including non-destructive testing of the piles for the Development*

1. 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 in advance (and for the Owner to confirm any change in the 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 to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-

(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative 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 appropriately conservative figures ensure that that the Development will 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 strict 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;

- (i) 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);
- (ii) 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;
- (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 retained throughout the Construction Phase to regularly monitor both permanent and temporary basement construction works throughout their duration such that there is compliance with the plans and drawings as approved by the building control body;
  - (v) 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);
  - (vi) 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,
3. 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") and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance; and,

4. 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 strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vi) 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.
5. 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 strict 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 required then the Owner agrees to reimburse the Council for any reasonable and proper 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.

## 2.11 "the Development"

Erection of side and rear extension, basement and outbuilding along with soft and hard landscaping and associated alterations following removal of existing extensions as shown on drawings Planning Statement 03 August 2015, Heritage Appraisal July 2015; Ground Movement Assessment August, 2015, prepared by Card Geotechnics Limited; Construction Management Plan July 2015, prepared by Burke Hunter Adams; Basement Impact Assessment Audit Rev: F1 dated November 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment Audit Rev: D1 dated October 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment dated August 2015, prepared by HR Wallingford; Revised Archaeological Desktop Assessment dated May 2014, prepared by Mills Whipp Projects; Arboricultural Implications Report dated July 2015, prepared Simon Jones Associates; Schedule of Works July 2015 (corrected); Design And Access Statement July 2015, dNA GLR 00 000 Rev P1; dNA GLR 00 002 Rev P2; dNA GLR 00 100 Rev P2; dNA GLR 00 101 Rev P2; dNA GLR 00 102 Rev P2; dNA GLR 00 103 Rev P2; dNA GLR 00 104 Rev P2; dNA GLR 00 200 Rev P2; dNA GLR 00 201 Rev P1; dNA GLR 00 202 Rev P1; dNA GLR 00 300 Rev P1; dNA GLR 00 301 Rev P1; dNA GLR 00 304 Rev P1; dNA GLR 00 305 Rev P1; dNA GLR 00 306 Rev P1; dNA GLR 00 307 Rev P1; dNA GLR 00 400 Rev P0; dNA GLR 00 401 Rev P0; dNA GLR 00 402 Rev P0; dNA GLR 00 403 Rev P0; dNA GLR 00 404 Rev P0; dNA GLR 01 002 Rev P1; dNA GLR 01 100 Rev P1; dNA GLR 01 101 Rev

P1; dNA GLR 01 102 Rev P1; dNA GLR 01 103 Rev P1; dNA GLR 01 104 Rev P1; dNA GLR 02 200 Rev P1; dNA GLR 02 201 Rev P1; dNA GLR 02 202 Rev P1; dNA GLR 02 250 Rev P0; dNA GLR 03 300 Rev P1; dNA GLR 03 301 Rev P1; dNA GLR 03 304 Rev P1; dNA GLR 03 305 Rev P1; dNA GLR 03 306 Rev P1; dNA GLR 03 307 Rev P1.

2.12 "the Highways Contribution"

the sum of £13,165.79 (thirteen thousand one hundred and sixty five pounds and seventy nine pence) 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:

- repaving of the public highway adjacent to the Public Highway;
- any other works the Council acting reasonably requires as a direct result of the Development

("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the

purposes of this Agreement only none of the following operations shall constitute a material operation:

- site surveys and investigations works;
- the erection of temporary fences and hoardings and to only take place 4 (four) weeks prior to Implementation;;

and references to "Implementation" and "Implement" shall be construed accordingly

2.14 "the Level Plans

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

2.15 "Neighbouring Properties"

the neighbouring properties known as Admirals House, Admirals Walk; Terrace Lodge, Admirals Walk and No.10 Lower Terrace.

2.16 "Occupation Date"

the date when any part of the Development is occupied which shall not include occupation by people engaged in construction, fitting out or decoration of the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.17 "the Parties"

mean the Council the Owner and the Mortgagee

2.18 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 4th August 2015 under reference number 2015/4485/P

2.19 "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

- 2.20 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.21 "the Property" the land the same as shown shaded green on the plan annexed hereto
- 2.22 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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 Where the approval of the Council is required under the terms of this Agreement such approval shall not be unreasonably withheld or delayed.

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 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 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.



- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 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.

#### 4.3 **DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.3.1 Prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.3.2 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.
- 4.3.3 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 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 not cause any structural problems with Neighbouring Properties nor the Development itself.
- 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 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 reasonably required to remedy such non-compliance.

4.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review of the basement works 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.

4.3.6 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 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.

#### 4.4 **HIGHWAYS CONTRIBUTION**

4.4.1 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.

4.4.2 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.

4.4.3 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 undertakers costs.

4.4.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.4.5 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.

4.4.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount by which the Highways Contribution exceeds the Certified Sum.

4.4.7 In relation to the costs of the Highway Works the Council shall:

- (a) carry out the Highway Works in a financially economic way;
- (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all expenditure from the Highway Contribution;
- (c) notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed the Highway Contribution and consult with the Owner (before incurring any costs in relation to such excess) with a view to minimising such excess and pay due regard to any representations made by the Owner in relation to the minimising of such excess

#### 4.5 **CONSTRUCTION WORKS**

4.5.1 Not to Implement the Development until the certificate of practical completion for Fleet House 3 Admiral's Walk has been issued and in the event that the certificate has not been issued 6 weeks prior to the expiry of the Planning Permission then the restriction contained in this clause (4.5.1) shall no longer apply and the Owner be allowed to Implement the Development.

4.5.2 Not to impede obstruct access to or seek the closure of any Public Highway in the vicinity of the Property for the purpose of enabling works for the Development.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2015/4485/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000.00 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any document 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 document relates quoting the planning references 2015/4485/P.

5.7 Payment of the Highways Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/4485/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480

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

5.9 The Highways Contribution payable under this Agreement shall be paid TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2015/4485/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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 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.

6.9 Nothing in this agreement shall:

6.9.1 Prohibit the Owner or any other person from applying for planning permission for an additional or alternative development on the Property.

6.9.2 Limit the right to develop the Property in accordance with a planning permission (other than the Planning Permission) granted (whether or not at appeal) after the date of this Agreement.

## 7. **RIGHTS OF THIRD PARTIES**

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

## 8. **JOINT AND SEVERAL LIABILITY**

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

## 9. **MORTGAGEE EXEMPTION**

9.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in

Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

**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  
CASPAR ANTONIUS BERENDSEN**  
in the presence of:

)  
)  
) 



.....  
**Witness Signature**

**Witness Name** PATRICIA FAGUÁS LORENTE

**Address** 341 HACKNEY ROAD, LONDON

**Occupation** PERSONAL ASSISTANT

**EXECUTED AS A DEED BY  
CELIA ALIX MUNOZ MOTTE**  
in the presence of:

)  
)  
) 



.....  
**Witness Signature**

**Witness Name** PATRICIA FAGUÁS LORENTE

**Address** 341 HACKNEY ROAD, LONDON

**Occupation** PERSONAL ASSISTANT



EXECUTED AS A DEED on behalf of )  
BARCLAYS BANK plc by its attorney: )

*[Handwritten Signature]*  
.....  
Signature of Witness:

Name of Witness: JAMES WESTROPP  
Address: 74 CICADA ROAD  
Occupation: London SW18 2NZ  
PRIVATE BANKER

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

*[Handwritten Signature: 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](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) Any other relevant information with regard to traffic and transport.
- v) 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 Category of Damage**

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain $\epsilon_{lim}$ (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



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Magdalen House  
148 Tooley Street  
London SE1 2TU

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2015/4485/P**

18 March 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:

**Grove Lodge  
Admiral's Walk  
London  
NW3 6RS**

Proposal:

**DECISION**  
Erection of side and rear extension, basement and outbuilding along with soft and hard landscaping and associated alterations following removal of existing extensions.

Drawing Nos: Planning Statement 03 august 2015, Heritage Appraisal July 2015; Ground Movement Assessment August, 2015, prepared by Card Geotechnics Limited; Construction Management Plan July 2015, prepared by Burke Hunter Adams; Basement Impact Assessment Audit Rev: F1 dated November 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment Audit Rev: D1 dated October 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment dated August 2015, prepared by HR Wallingford; Revised Archaeological Desktop Assessment dated May 2014, prepared by Mills Whipp Projects; Arboricultural Implications Report dated July 2015, prepared Simon Jones Associates; Schedule of Works July 2015 (corrected); Design And Access Statement July 2015, dNA GLR 00 000 Rev P1; dNA GLR 00 001 Rev P1; dNA GLR 00 002 Rev P1; dNA GLR 00 100 Rev P1; dNA GLR 00 101 Rev P1; dNA GLR 00 102 Rev P1; dNA GLR 00 103 Rev P1; dNA GLR 00 104 Rev P1; dNA GLR 00 200 Rev P1; dNA GLR 00 201 Rev P1; dNA GLR 00 202 Rev P1; dNA GLR 00 300 Rev P1; dNA GLR 00 301 Rev P1; dNA GLR 00 304 Rev P1; dNA GLR 00 305 Rev P1; dNA GLR 00 306 Rev P1; dNA GLR 00 307 Rev P1; dNA GLR 00 400 Rev P0; dNA GLR 00 401 Rev P0; dNA GLR 00 402 Rev P0; dNA GLR 00 403 Rev P0; dNA GLR 00 404 Rev P0; dNA GLR 01 002 Rev P3; dNA GLR 01 100 Rev P3; dNA GLR 01 101 Rev P3; dNA GLR 01 102 Rev

P3; dNA GLR 01 103 Rev P3; dNA GLR 01 104 Rev P3; dNA GLR 02 200 Rev P3; dNA GLR 02 201 Rev P2; dNA GLR 02 202 Rev P2; dNA GLR 02 250 Rev P0; dNA GLR 03 300 Rev P2; dNA GLR 03 301 Rev P2; dNA GLR 03 304 Rev P1; dNA GLR 03 305 Rev P1; dNA GLR 03 306 Rev P1; dNA GLR 03 307 Rev P1.

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 policy 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:

Planning Statement 03 august 2015, Heritage Appraisal July 2015; Ground Movement Assessment August, 2015, prepared by Card Geotechnics Limited; Construction Management Plan July 2015, prepared by Burke Hunter Adams; Basement Impact Assessment Audit Rev: F1 dated November 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment Audit Rev: D1 dated October 2015, prepared by Campbell Reith Hill LLP; Basement Impact Assessment dated August 2015, prepared by HR Wallingford; Revised Archaeological Desktop Assessment dated May 2014, prepared by Mills Whipp Projects; Arboricultural Implications Report dated July 2015, prepared Simon Jones Associates; Schedule of Works July 2015 (corrected); Design And Access Statement July 2015, dNA GLR 00 000 Rev P1; dNA GLR 00 001 Rev P1; dNA GLR 00 002 Rev P1; dNA GLR 00 100



Rev P1; dNA GLR 00 101 Rev P1; dNA GLR 00 102 Rev P1; dNA GLR 00 103 Rev P1; dNA GLR 00 104 Rev P1; dNA GLR 00 200 Rev P1; dNA GLR 00 201 Rev P1; dNA GLR 00 202 Rev P1; dNA GLR 00 300 Rev P1; dNA GLR 00 301 Rev P1; dNA GLR 00 304 Rev P1; dNA GLR 00 305 Rev P1; dNA GLR 00 306 Rev P1; dNA GLR 00 307 Rev P1; dNA GLR 00 400 Rev P0; dNA GLR 00 401 Rev P0; dNA GLR 00 402 Rev P0; dNA GLR 00 403 Rev P0; dNA GLR 00 404 Rev P0; dNA GLR 01 002 Rev P3; dNA GLR 01 100 Rev P3; dNA GLR 01 101 Rev P3; dNA GLR 01 102 Rev P3; dNA GLR 01 103 Rev P3; dNA GLR 01 104 Rev P3; dNA GLR 02 200 Rev P3; dNA GLR 02 201 Rev P2; dNA GLR 02 202 Rev P2; dNA GLR 02 250 Rev P0; dNA GLR 03 300 Rev P2; dNA GLR 03 301 Rev P2; dNA GLR 03 304 Rev P1; dNA GLR 03 305 Rev P1; dNA GLR 03 306 Rev P1; dNA GLR 03 307 Rev P1.

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

- DRAFT**
- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- DECISION**
- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Prior to the commencement of any works on site all trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved tree protection measures. The approved tree protection measures shall remain in place for the duration of development.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance

with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Prior to the end of the next available planting season following completion of the development, replacement tree planting shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14, CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 The outbuilding hereby approved shall only be used for purposes incidental to the residential use of Grove Lodge - Admiral's Walk and shall not be used as a separate independent Class C3 dwelling.

Reason: To ensure that the outbuilding does not adversely affect the amenity of adjoining residential premises and is not used for unauthorised purposes, in accordance with policies CS1 (Distribution of growth), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Core Strategy.

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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail 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 this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. 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 correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 4 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.
- 5 It shall be the Contractors' responsibility to report any serious defects noted whilst working in or climbing the tree(s) in question. Should this suggest the need for additional tree work to that specified or recommended, the Council should be notified in advance, excepting only in circumstances where safety reasons require immediate and urgent action.
- 6 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email [highwayengineering@camden.gov.uk](mailto:highwayengineering@camden.gov.uk).
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

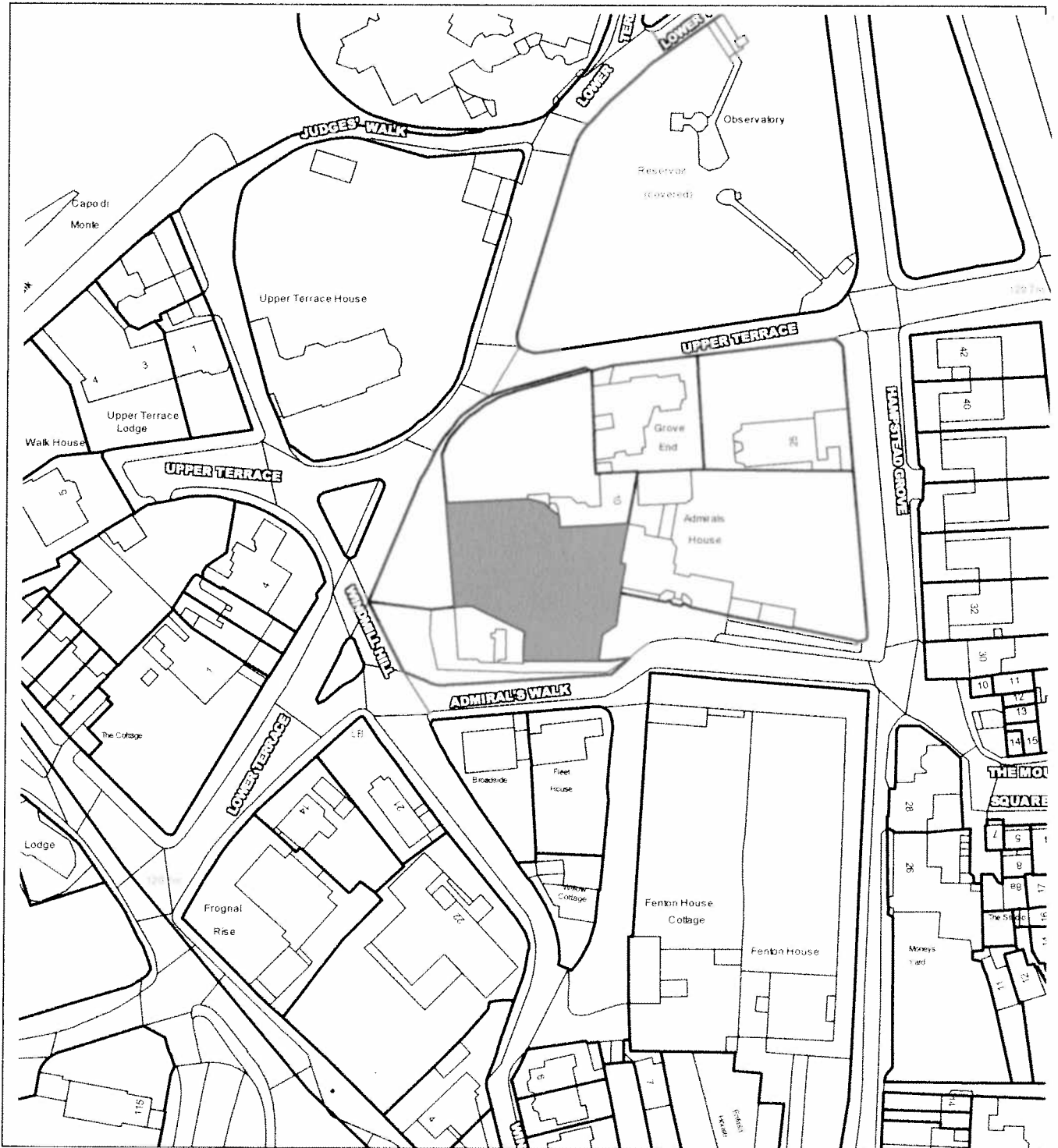
Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

Grove Lodge, Admiral's Walk, London, NW3 6RS  
- 2015/4485/P



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CAMM CB HL.  
R. Alexander





DATED

*5<sup>th</sup> October*

2016

**(1) CASPAR ANTONIUS BERENDSEN and CELIA ALIX MUNOZ MOTTE**

and

**(2) BARCLAYS BANK plc**

and

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

**A G R E E M E N T**  
relating to land at

**Grove Lodge, Admirals Walk, London NW3 6RS**

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