

**DATED**

**2016**

**(1) WHITEHALL PARK LIMITED**

**and**

**(2) NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY**

**and**

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

**A G R E E M E N T**  
**relating to land known as**

**85 Camden Mews**  
**London**  
**NW1 9BU**

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

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

Tel: 020 7974 5647  
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CLS/PK/1781.294 (final)

**THIS AGREEMENT** is made the                      day of                      2016

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

1.     **WHITEHALL PARK LIMITED** (registered under company number 03888709) whose registered office is at 106 Hampstead Road, London, NW1 2LS (hereinafter called “the Owner”) of the first part
  
2.     **NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY** (registered under company number 00929027) whose registered office is at 135 Bishopsgate, London, EC2M 3UR (hereinafter called “the Mortgagee”) of the second part
  
3.     **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1    The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title number NGL510050 subject to a registered 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 Planning Application for the Development of the Property was submitted to the Council and validated on 31<sup>st</sup> July 2015 and the Council resolved to grant permission conditionally under reference number 2014/4726/P subject to conclusion of this legal Agreement.
  
- 1.4    The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a charge registered under title number NGL510050 and dated 25<sup>th</sup> October 2013 is willing to enter into this Agreement to give its consent to the same.

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 amended from time to time) and shown in the Fourth Schedule annexed hereto
- 2.6 “the Certificate of Practical Completion” the certificate issued by the Owner’s contractor or architect or project manager certifying that the Development has been completed
- 2.7 “Construction Management Plan” a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council’s Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or

structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the Council's construction management plan pro forma at the First Schedule annexed hereto;
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

## 2.8 "the Construction Phase"

the whole period between

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

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

2.9 “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 Assessments (Site Investigation and Screening/Scoping Report)” by Southern Testing dated January 2015; “Structural Engineers Construction Method Statement Rev P3” by Axiom Structures dated April 2015; “Structural Stability Report Rev B” by John Romer; “Ground Movement Report” by Geotechnical Consulting Group dated 05/03/2015; “Structural Calculations” by CS Ltd dated March 2015; BIA Assumed Construction Sequence; “Construction Method Statement” by West Design and Build dated October 2014; “Independent Assessments” by LBH Wembley dated 08/12/2014, 23/03/2015, 15/04/2015,

14/05/2015. submitted with the Planning Application and to include the following key stages:-

(i) the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) AND for details of the appointment to be submitted to the Council for written approval such approval not be unreasonably withheld or delayed (and the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance); and

(ii) the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detail Construction Basement Plan and at all times to ensure the following:-

(a) that the design plans have been undertaken in accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that 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 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 appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

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

(2) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence



drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

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

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

(5) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground

water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

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

(7) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.

(iii) the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) (from the same company as the Basement

Design Engineer if the Owner so thinks fit) and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance; and,

(iv) for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (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 the revised design plans.

(v) Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval (such approval not be unreasonably withheld or delayed) with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in accordance with the terms and clauses of this Agreement.

(vi) The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical

assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan

2.11 "the Development"

erection of two storey side and rear extensions following demolition of existing garage and rear extension, replacement roof, and excavation of basement. as shown on drawing numbers Site Location Plan 85\_CM\_ P01 Rev PO1; P02b Rev P01; P03 Rev P01; P04 Rev P01; P05 Rev P01; P06 Rev P01; P07 Rev P01; P10 Rev P01; P11 Rev P01; P12 Rev P02; P13 Rev P01; P20 Rev P01; P30 Rev P01; P40 Rev P01; P60; P61; P100; P101; 85\_CM\_BIA\_01 Rev B; 02 Rev A; 03 Rev B; 06 Rev A; 07 Rev A; Design and Access Statement Rev P01 by Cullinan Studio dated 18/07/2014; Construction Management Plan dated 17th August 2015; Construction Management Programme dated 17th August 2015; Basement Impact Assessment (Site Investigation) by Southern Testing dated January 2015; Structural Engineers Construction Method Statement Rev P3 by Axiom Structures dated April 2015; Outline Structural Calculations by Axiom Structures Ltd dated April 2015 Rev P1; Structural Stability Report Rev B by John Romer; Ground Movement Report by Geotechnical Consulting Group dated 05/03/2015; Structural Calculations by CS Ltd dated March 2015; Basement Impact Assessment (Screening/Scoping Report) by Southern Testing dated January 2015; BIA Assumed Construction Sequence; Construction

Method Statement by West Design and Build dated October 2014 Independent Review by LBH Wembley dated 08/12/2014; Independent Review (Updated) by LBH Wembley dated 23/03/2015; Email from LBH Wembley dated 15/04/2015; Email from LBH Wembley dated 14/05/2015

2.12 "the Existing Buildings"

the existing garage and rear extension existing at the Property at the date hereof

2.13 "the Highways Contribution"

the sum of £17,300 (seventeen thousand three hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway directly adjacent to the Property on Camden Mews;
- (ii) where any part of the carriageway in the vicinity of the Development is damaged as a result of carrying out the Development To repave that part of the carriageway on Camden Mews; and
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertaker's works and excludes any statutory undertaker's costs

- 2.14 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.15 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.16 "Neighbouring Properties" the properties known as 83 Camden Mews and 87 Camden Mews and shown hatched in black on the Neighbouring Properties Plan
- 2.17 "Neighbouring Properties Plan" the plan at the Fifth Schedule annexed hereto
- 2.18 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.19 "the Parties" the Council, the Owner and the Mortgagee
- 2.20 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 31<sup>st</sup> July 2015 for which a resolution to grant permission has been passed conditionally under reference number 2014/4726/P subject to conclusion of this Agreement
- 2.21 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning

obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto
- 2.23 "the Property" the land known as 85 Camden Mews, London, NW1 9BU the same as shown edged red on the plan at the Third Schedule annexed hereto
- 2.24 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 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 as follows:-

4.1 **BASEMENT APPROVAL IN PRINCIPLE**

4.1.1 On or prior to the Implementation Date to:-

- (i) submit the Basement Approval in Principle Application; and
- (ii) 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:

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

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to provide the Council with a draft Construction Management Plan for approval.

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

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

4.3.1 On or 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 such notice 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 (such approval not to be unreasonably withheld or delayed) unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will control ground movements such that impact on the Neighbouring Properties is limited to "slight" in accordance with the Fourth Schedule annexed hereto.

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the

Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

- 4.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed) 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 (such approval not to be unreasonably withheld or delayed) have been incorporated into the Development.

#### 4.4 **HIGHWAYS**

- 4.4.1 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.

- 4.4.2 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 undertaker's costs.

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

- 4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty-one (21) 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 Highway Contribution then the Council shall within twenty-one (21) days of the issuing of the said certificate pay to the Owner the amount of the difference.

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 (7) following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2014/4726/P the date upon which the Development is ready for Occupation.

5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner 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 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 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 plan to the Council under Clause 4 for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/4726/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting planning reference 2014/4726/P or by Electronic Transfer directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 5.8 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 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three (3) months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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 number 2014/4726/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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

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.

8. **RIGHTS OF THIRD PARTIES**

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

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

**EXECUTED AS A DEED BY** )  
**WHITEHALL PARK LIMITED** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

Director Name: (CAPITALS) ) .....  
Director Signature: ) .....

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

EXECUTED AS A DEED BY )  
NATIONAL WESTMINSTER BANK )  
PUBLIC LIMITED COMPANY )  
acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) ) .....  
Director Signature: ) .....

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

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

.....  
Authorised Signatory

**THE FIRST SCHEDULE**  
**Construction Management Plan**

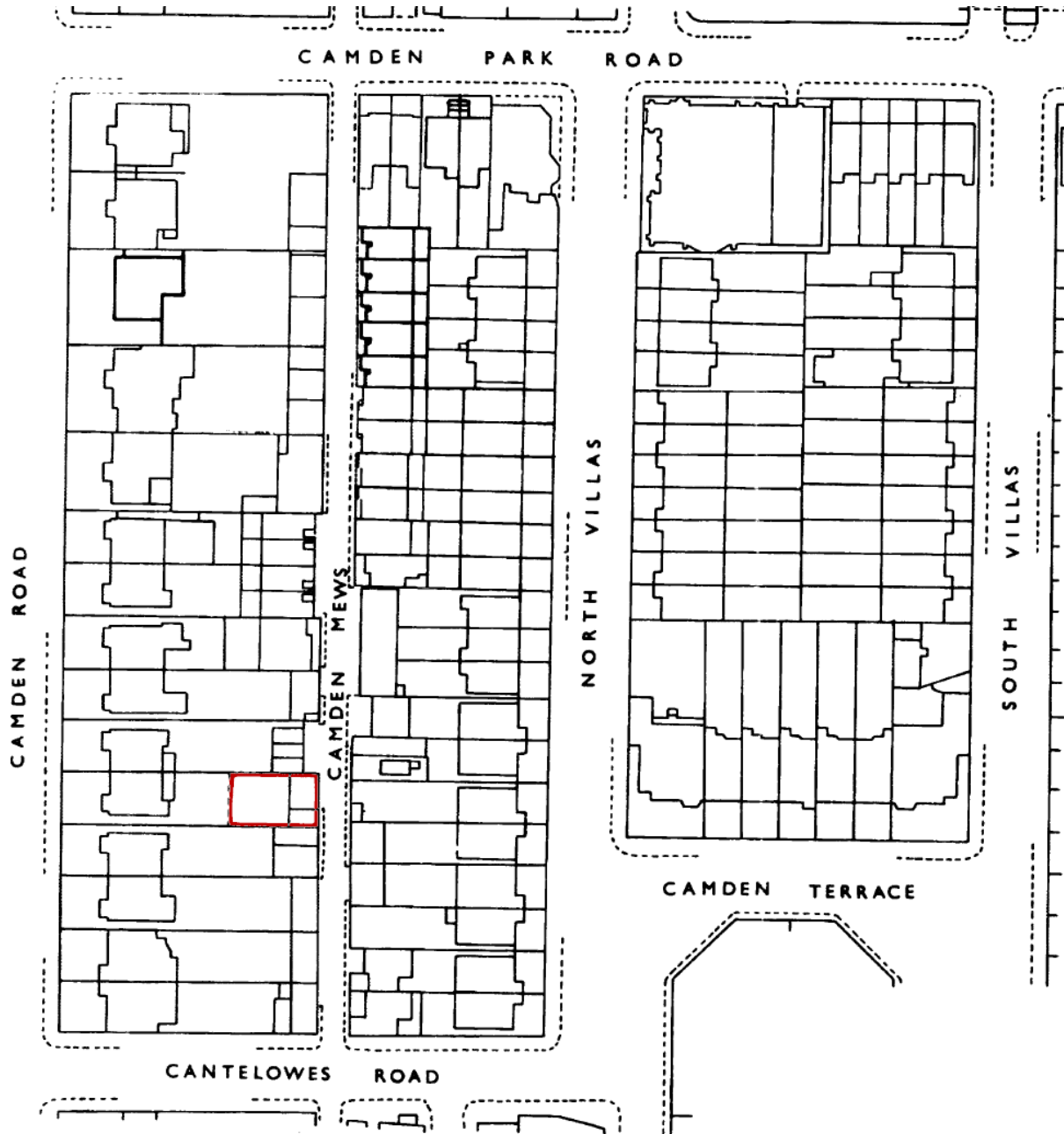


**THE SECOND SCHEDULE**

**DRAFT PLANNING PERMISSION**

THE THIRD SCHEDULE

PLAN OF THE PROPERTY: 85 CAMDEN MEWS, LONDON, NW1 9BU



**THE FOURTH 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

**THE FIFTH SCHEDULE**

**Neighbouring Properties Plan**