

DATED

15 MARCH

2018

(1) DANIEL MAURICE WAGNER

and

(2) HSBC PRIVATE BANK (UK) LIMITED

and

(3) LADY ELLEN DAHRENDORF

and

(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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

15 Wedderburn Road
London
NW3 5QS

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980 Section 16 of the
Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972 and
Section 1(1) of the Localism Act 2011

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CLS/PK/1800.222 (final)

354 (PK)

THIS AGREEMENT is made the 15th day of March 2018

BETWEEN:

1. **DANIEL MAURICE WAGNER** of 15 Wedderburn Road, London NW3 5QS (hereinafter called "the Freeholder") of the first part
2. **HSBC PRIVATE BANK (UK) LIMITED** (registered under company number 00499482) whose registered office is at 8 Canada Square, London, E14 5HQ (hereinafter called "the Mortgagee") of the second part
3. **LADY ELLEN DAHRENDORF** of Flat 2, 15 Wedderburn Road, London NW3 5QS of the second part (hereinafter called "the Leaseholder") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL193443 and as the leasehold proprietor with title absolute of parts of the Property under title numbers NGL628919 and NGL667469 subject to charges to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of part the Property under title number NGL669515 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Freeholder and the Leaseholder shall hereinafter together be called "the Owner".
- 1.4 The Planning Application for the Development of the Property was submitted to the Council and validated on 20 February 2017 and the Council resolved to grant permission conditionally under reference number 2017/1006/P subject to conclusion of this legal Agreement.

- 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 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.
- 1.8 The Mortgagee as mortgagee under legal charges registered under title numbers NGL193443 (dated 19 December 2014), NGL628919 (dated 27 April 2012) and NGL667469 (dated 19 December 2014) 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 "this 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 £1,800 (one thousand eight 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 3.25 of Camden Planning Guidance 4: Basements and lightwells (as amended from time to time) and shown at the Fourth 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 demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule annexed hereto 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) proposals to ensure there are no adverse effects on the conservation area features;
- (iii) amelioration and monitoring 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 "Construction Management Plan Implementation Support Contribution"

the sum of £1,140 (one thousand one hundred and forty 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 the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

- 2.9 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.10 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.11 "the Development" change of use from three residential flats to two residential flats (Class C3); extension of lower ground floor level with lightwells and excavation of new basement level; erection of a single storey rear extension at lower ground floor level with terrace and 2 single storey side extensions at lower and ground floors; minor alterations to the north, west and south elevations and front boundary treatment (following the demolition of the existing side conservatory and rear extension) as shown on drawing numbers 001 P2, 002 P2, 003 P3, 004 P5, 009 P2, 010 P2, 011 P3, 012 P3, 013 P2, 021 P1, 031 P1, 032 P1, 033 P1, 098 P3, 099 P5, 100 P6, 101 P4, 102 P5, 103 P5, 201 P2, 301 P4, 302 P4, 303 P4, 610 P1, 611 P1, Area Schedule, BS5837 Tree Survey AIA & AMS ref: 17238/A2_AIA_Rev.A, Ground Movement Analysis J13235/HD/01, Construction Management Plan Rev O, Site Investigation and Basement Impact Assessment Report J13235, Construction Method Statement 23569 Rev B, Independent Assessment of Basement Impact Assessment LBH 4237

2.12 "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 documents entitled "Site Investigation and Basement Impact Assessment (BIA) Report" by Geotechnical & Environmental Associates, ref: J13235 Issue 2 Final (revised), dated 5 November 2013 and "Ground Movement Analysis" by Geotechnical & Environmental Associates, Ref: J13235/HD/01, dated 9th May 2014 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 in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and
- (ii) 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;
- (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 and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses 1 - 7 (inclusive) 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 Property 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 at the Property 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") 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 two-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 1 – 7 (inclusive) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans;
- (v) only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written

approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict 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

2.13 "the Existing Buildings"

the existing side conservatory and rear extension at the Property and being part of the Development at the date hereof

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 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.15 "the Highways Contribution"

the sum of £2,409 (two thousand four hundred and nine 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 Development; and
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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

- 2.16 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Neighbouring Property" the property known as 15 Wedderburn Road, London NW3 5QS
- 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 20 February 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/1006/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 15 Wedderburn Road, London NW3 5QS 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, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act 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, 8, 9 and 10 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:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to 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:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and

- (ii) 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 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.

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 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 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

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.

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.

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 2017/1006/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 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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan to the Council 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 2017/1006/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) 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 the planning application reference 2017/1006/P or by electronic transfer 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 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 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 2017/1006/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 or 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. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

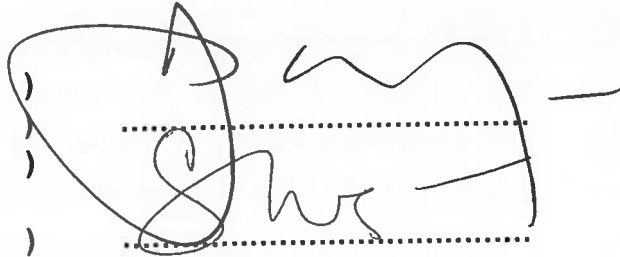
**EXECUTED AS A DEED BY
DANIEL MAURICE WAGNER
in the presence of:**

Witness Signature:

Witness Name: (CAPITALS)

Address:

Occupation:

) 
.....
)

) SUSAN HARRIET WAGNER
.....
)

) FLAT ONE
.....
)

) 15 WOODGREEN ROAD
.....
)

) LONDON NW3 5QS
.....
)

) HOUSEWIFE
.....
)

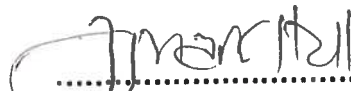
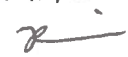
**EXECUTED AS A DEED BY
HSBC PRIVATE BANK (UK) LIMITED
~~acting by a Director and its Secretary~~
~~or by two Directors~~**

ATTORNEY.

Director Name: (CAPITALS)

JONATHAN MARK HALL

62 BROOKLYN ROAD
SOUTH NORWOOD

) 
.....
) UNDER POWER OF ATTORNEY
IN THE PRESENCE OF:
22 SWAROOP KHANDWANI
(LAWYER) 

POWER OF ATTORNEY


BY THIS POWER OF ATTORNEY given the 28th day of September two thousand and seventeen HSBC Private Bank (UK) Limited ("the Bank") incorporated in England and having its registered office at 8 Canada Square, London E14 5HQ appoints **Jonathan Mark HALL** to be the attorney of the Bank in the name of the Bank and on its behalf and as its act and deed or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey, assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. which appoints any receiver(s) or administrative receiver(s) or administrator(s) under any mortgage or charge vested in the Bank over any real or personal property, standard security or other security or other assets including the undertaking of any company;
5. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;
6. which appoints a person in any overseas jurisdiction where the requirements of local law require this be done, to act as the Bank's attorney to carry out one or more specific purposes as aforesaid in any such overseas jurisdictions

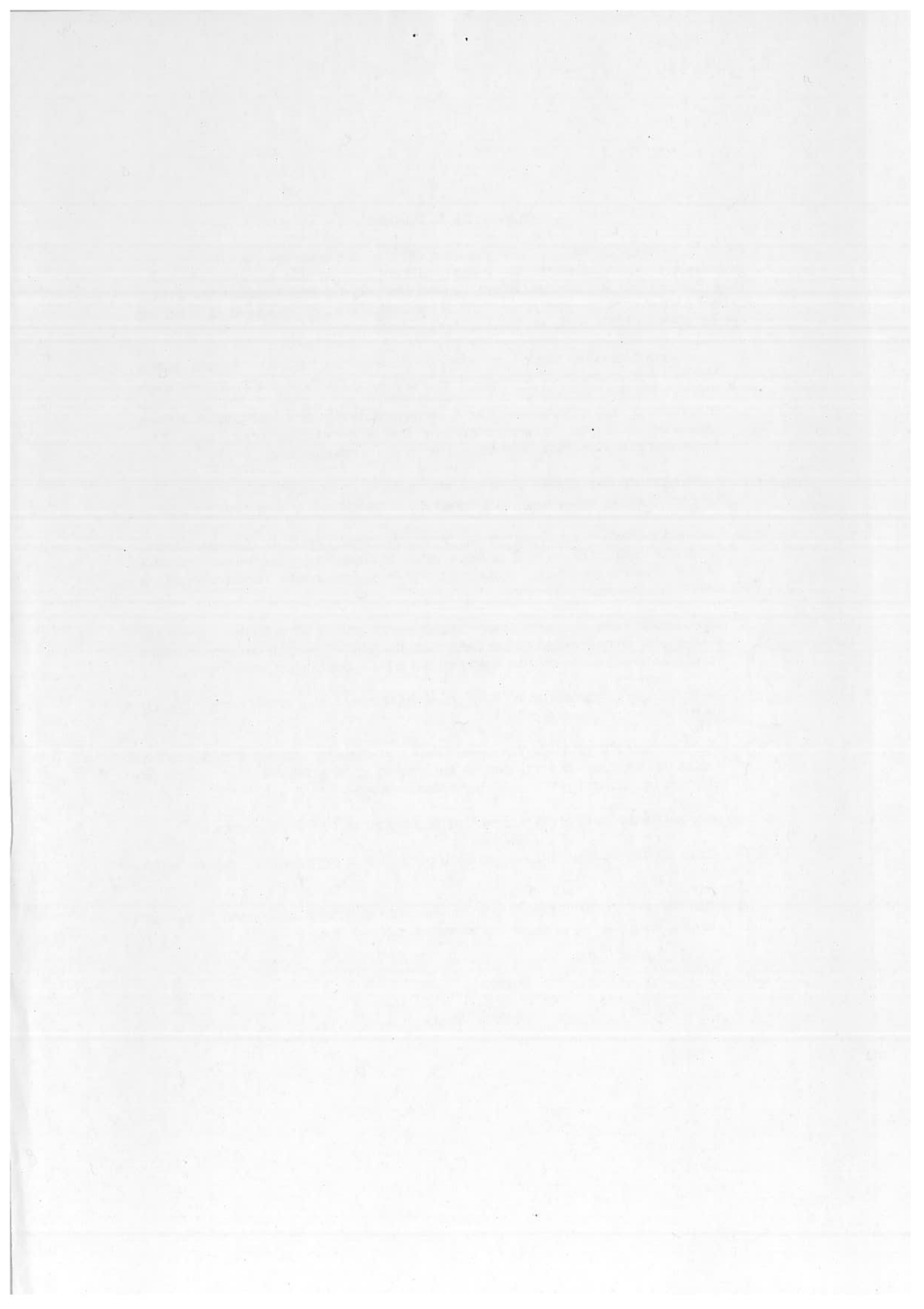
and generally for all or any of the purposes aforesaid to act as the Bank's attorney.

This Power of Attorney shall expire on 30 September 2018 unless previously revoked by the Bank.

IN WITNESS WHEREOF this document was executed as a deed under hand on the day and year first hereinbefore written in the presence of:


..... Director

..... Director/Secretary



Director Signature:)

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

EXECUTED AS A DEED BY)
LADY ELLEN DAHRENDORF)
in the presence of:)

Witness Signature:)

Witness Name: (CAPITALS))

Address:)

Occupation:)

Ellen Dahrendorf

Vladimir Rasic

VHADIMIR RASIC

20 B ORSETT TERRACE

LONDON W2 6AJ

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

R. Alexander

Authorised Signatory



Handwritten text, possibly a signature or date, located in the lower-left quadrant of the page.

THE FIRST SCHEDULE

Pro Forma Construction Management Plan

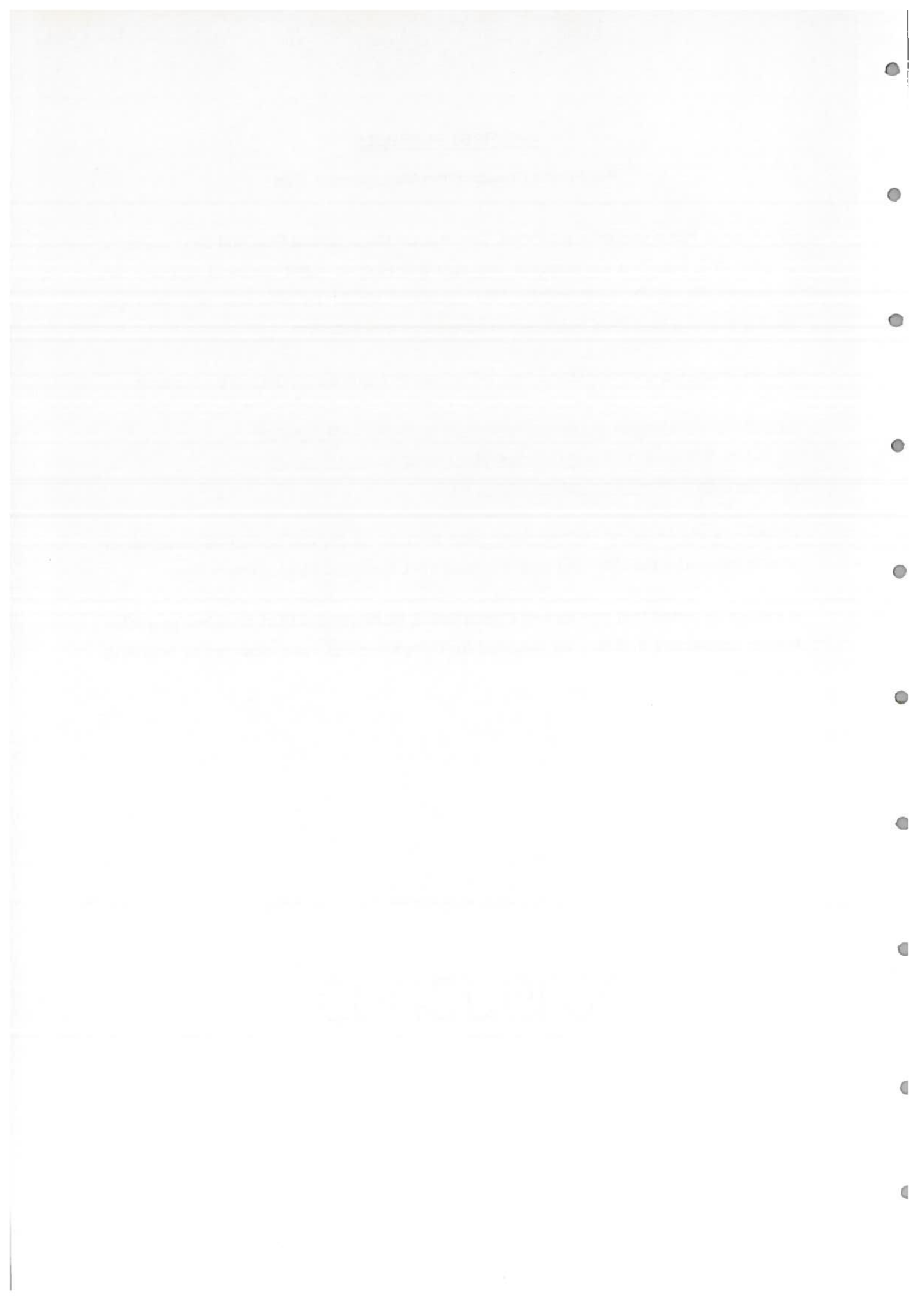
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

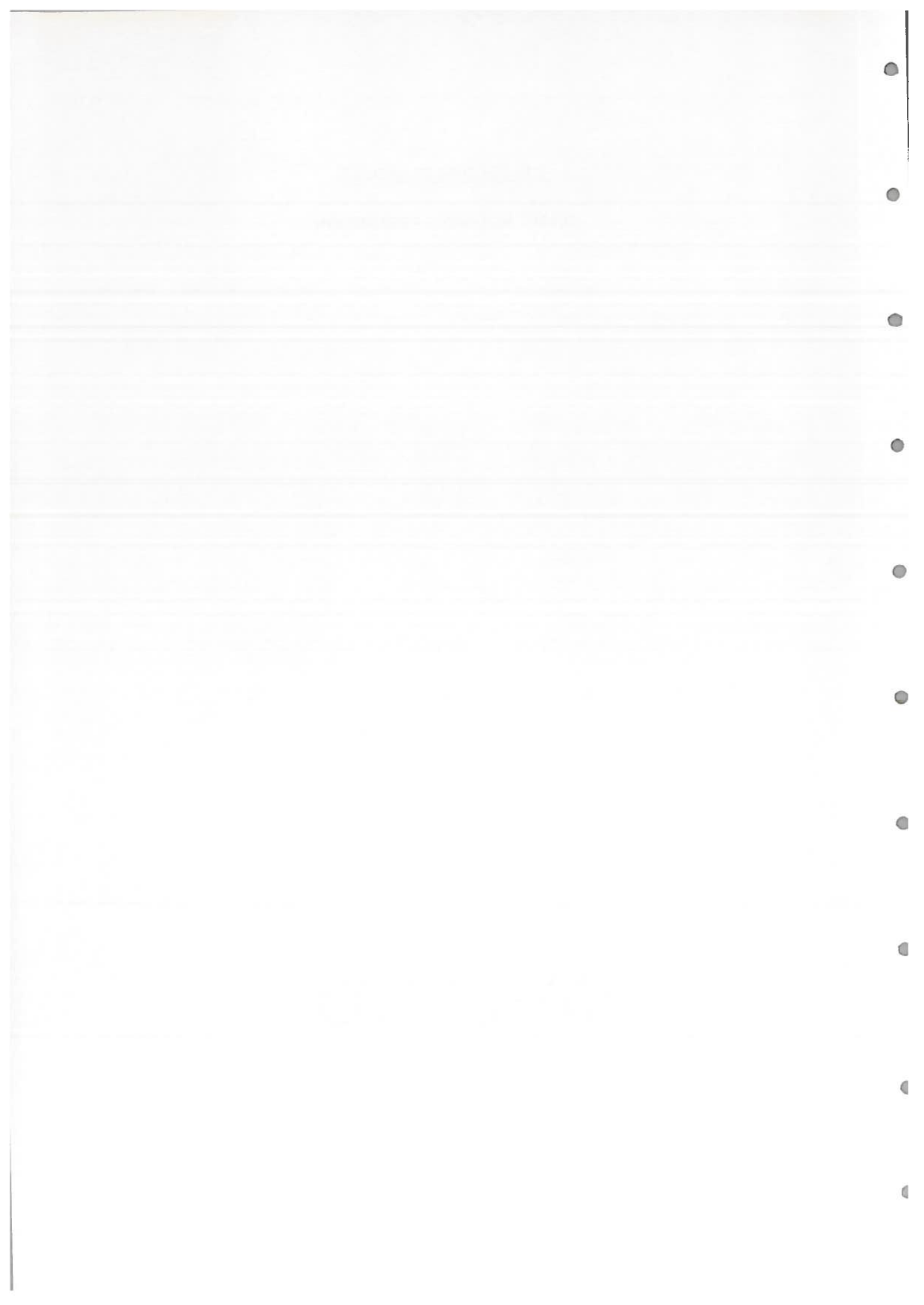
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences



THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



Savills
33 Margaret St
London
W1G0 JD

Application Ref: 2017/1006/P

01 February 2018

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:
15 Wedderburn Road
London
NW3 5QS

Proposal:

DECISION
Change of use from three residential flats to two residential flats (Class C3); extension of lower ground floor level with lightwells and excavation of new basement level; erection of a single storey rear extension at lower ground floor level with terrace and 2 single storey side extensions at lower and ground floors; minor alterations to the north, west and south elevations and front boundary treatment (following the demolition of the existing side conservatory and rear extension).

Drawing Nos: 001 P2, 002 P2, 003 P3, 004 P5, 009 P2, 010 P2, 011 P3, 012 P3, 013 P2, 021 P1, 031 P1, 032 P1, 033 P1, 098 P3, 099 P5, 100 P6, 101 P4, 102 P5, 103 P5, 201 P2, 301 P4, 302 P4, 303 P4, 610 P1, 611 P1, Area Schedule, BS5837 Tree Survey AIA & AMS ref: 17238/A2_AIA_Rev.A, Ground Movement Analysis J13235/HD/01, Construction Management Plan Rev O, Site Investigation and Basement Impact Assessment Report J13235, Construction Method Statement 23569 Rev B, Independent Assessment of Basement Impact Assessment LBH 4237.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:
001 P2, 002 P2, 003 P3, 004 P5, 009 P2, 010 P2, 011 P3, 012 P3, 013 P2, 021 P1, 031 P1, 032 P1, 033 P1, 098 P3, 099 P5, 100 P6, 101 P4, 102 P5, 103 P5, 201 P2, 301 P4, 302 P4, 303 P4, 610 P1, 611 P1, Area Schedule, BS5837 Tree Survey AIA & AMS ref: 17238/A2_AIA_Rev.A, Ground Movement Analysis J13235/HD/01, Construction Management Plan Rev O, Site Investigation and Basement Impact Assessment Report J13235, Construction Method Statement 23569 Rev B, Independent Assessment of Basement Impact Assessment LBH 4237.

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

- 3 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 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 policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 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 or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Prior to the end of the next available planting season, the following trees shall be planted on the site along the Akenside Road frontage, unless otherwise agreed in writing by the local planning authority:

1x Malus "Evereste" 18-20cm girth
1x Prunus sargentii 18-20cm girth
1x Sorbus aucuparia 18-20cm girth
1x Acer campestre 18-20cm girth

The trees shall be planted and maintained in accordance with BS:8545:2014.

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 A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 7 Prior to the commencement of works on site, tree protection measures shall be installed in accordance with the Indigo Surveys arboricultural report ref. 17238/A2_AIA_Rev.A and tree protection plan ref 13891/TPP/01 Rev A. 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 these approved protection details.

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 policies A2 and A3 of the London Borough of Camden Local Plan 2017

Informative(s):

- 1 Reasons for granting permission

The application proposes the conversion of the property from three residential flats to two residential flats together with the construction of basement extensions with lightwells, a lower ground floor rear extension with terrace, single storey side extensions, minor external alterations and alterations to the boundary treatment.

It is noted that much of this scheme has already been approved under 2 previous permissions. For instance, the change of use from three residential dwelling units to two residential dwelling units was approved on 29/01/2016 ref 2015/6808/P. The extension of existing lower ground level and excavation of new basement level beneath; demolition of double garage and replacement with new single storey side extension; remodelling of front vehicular entrance with new front gate and vehicle access ramp to lower ground level; rebuilding of rear lower ground floor extension with terrace above; removal of side conservatory and minor alterations to the treatment of the north, west and south elevations, was all approved on 24/03/2015 ref 2013/7182/P.

The proposed flats would provide a good standard of residential accommodation in terms of overall sizes, layout, room sizes, sunlight, daylight, ventilation and outlook. The mix of a one bedroom flat and a three bedroom is satisfactory and their floorspaces exceed national standards. Whilst the proposal would result in the loss of one unit, the proposal is consistent with policy H3 that only resists the net loss of 2 or more dwellings.

The existing lower ground floor rear extension would be replaced with a lower ground floor rear extension of similar dimensions and also with a flat roof and terrace above as before. This extension would be set in from the sides of the existing building and would be constructed from bricks and timber framed windows to match the existing building. The proposed lower ground floor rear extension would be subordinate to the subject property and would also respect and preserve the original design and layout of the building.

The existing ground floor level conservatory extension on the west side would be replaced with a single storey side extension of similar dimensions but lower height and also with a flat roof and terrace above as before. This side extension would therefore be smaller than the existing conservatory extension and would not be overly visible from the street given the high boundary wall and vegetation. It would be subordinate to the subject property and would be constructed using matching materials.

A small single storey side extension is also proposed at lower ground floor level on the east side of the property. This extension would be 1.6m x 3.8m and would be constructed using materials to match the existing building. This extension would contain new side elevation windows for the lower ground floor level flat. This small infill extension would be subordinate in size and would respect the design and layout of the original property.

The other external alterations include the following- installation of a replacement door at upper ground floor level on the side elevation, refurbishment of the existing side elevation windows behind the conservatory, extension of the existing terrace area above the garage onto the roof of the new side extension with railings, installation of replacement timber windows and door on the front elevation at ground floor level and replacement timber door/sliding doors in at lower ground floor level in the front elevation lightwell, installation of windows on the east elevation at lower ground floor level and installation of timber bi-folding doors at upper ground floor level on the rear elevation to provide access to the terrace. All these alterations would be constructed using materials to match the existing property and would harmonise with the original property.

2 Reasons continued-

The proposed boundary changes include the installation of white painted timber pedestrian and vehicle access gates with a height of 1.5 m. These gates would be sited on the inner edge of the boundary wall, would be lower than the existing piers and wall and would be constructed from horizontally slatted white painted timber. It is considered that these gates would not have a detrimental impact on the streetscene and conservation area.

The proposal is considered to preserve the character and appearance of the conservation area. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The development proposes an extension of the existing lower ground floor level under the north western part of the building footprint with a new small front lightwell and the construction of a new basement level below the existing lower ground floor level. These basement works would not exceed the previously approved lower ground and basement development as granted permission ref: 2013/7182/P on 24/03/2015. Given the large size of the overall building and limited visual impact on the basement, it is not considered to harm the character, setting or appearance of the host building or wider conservation area in design terms.

Whilst the proposal would result in the provision of a basement below an existing lower ground floor, this basement already has permission, ref 2013/7182/P dated 24/03/2015. This permission is still capable of being implemented and thus an exception from policy A5 on basements is justified in this case. The basement works have been submitted with a Basement Impact Assessment, which was independently assessed for the previous application and which concluded that the works would not harm groundwater flow, surface water flow, structural stability and ground movement conditions. Nevertheless it was considered appropriate to control the excavation works by a Basement Construction Plan (BCP) to be secured by S106 legal agreement, as well as control of the associated traffic movements by means of a Construction Management Plan (CMP) and associated monitoring fee. These will continue to be required by a S106 for this new scheme.

The extensions and alterations would not result in any harmful impact on the amenity of neighbours with regard to loss of privacy, outlook, sunlight and daylight.

As the number of units will be reduced, there will be no increase in traffic generation and thus it is not considered necessary for this development to be car-free. On account of the significant basement and other construction works affecting the public highway, a S106 legal agreement will be required not only for a BCP and CMP as above but also highways contributions for any highway repairs needed and an Approval in Principle and associated assessment fee for the excavation works adjoining the highway.

The application has submitted an updated tree survey and details of tree protection measures which make recommendations for tree removal, tree replacement and tree protection. The level of tree removal would be commensurate with the former scheme and is supported by the Council's tree officer subject to planning conditions requiring replacement planting and tree protection.

The site's planning history and relevant appeal decisions were taken into account when coming to this decision. No objections were received to this application.

As such, the proposed development is in general accordance with policies H3, H6, H7, C6, C6, A1, A3, A4, A5, D1, D2, T1, T2, T3 and T4 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework 2012.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

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

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION

IN THE SUPREME COURT OF THE UNITED STATES

Case No. 12-1234

Respondent: [Name]

Appellant: [Name]

On [Date]

the Court was divided [Number] to [Number]

in affirming the judgment of the [Court]

in [Case Name]

and reversing the judgment of the [Court]

in [Case Name]

and affirming the judgment of the [Court]

in [Case Name]

and reversing the judgment of the [Court]

in [Case Name]

and affirming the judgment of the [Court]

in [Case Name]

and reversing the judgment of the [Court]

in [Case Name]

and affirming the judgment of the [Court]

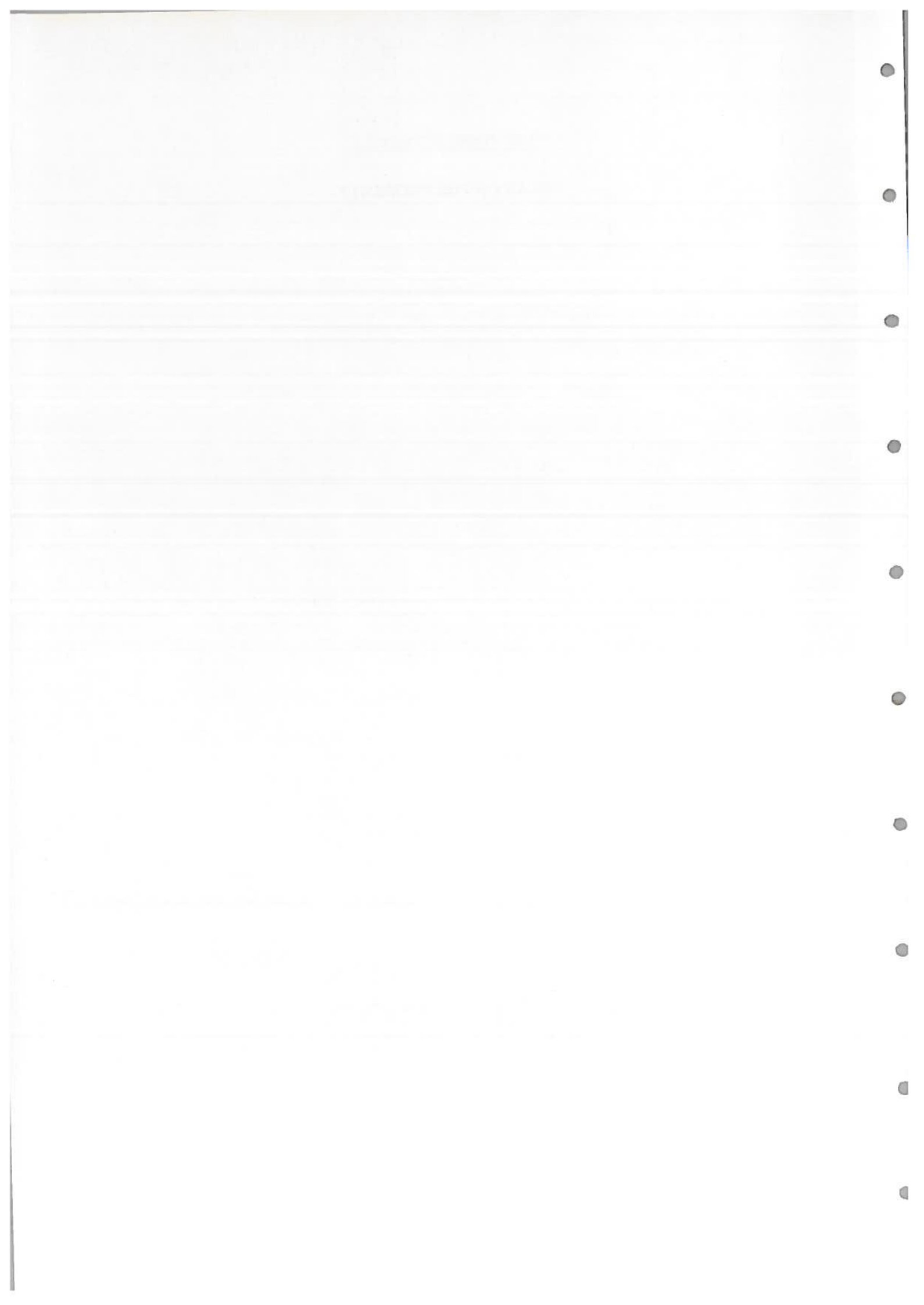
in [Case Name]

and reversing the judgment of the [Court]

in [Case Name]

THE THIRD SCHEDULE

PLAN OF THE PROPERTY



All drawings to be read in conjunction with structural engineer's and services engineer's drawings.



- P5 20/10/17 Clarification of parking paving
- P4 28/09/17 Update to site boundary to match local registry
- P3 06/07/17 Existing up and over garage door raised
- P2 08/06/17 Garage reduced to existing size and rear extension reduced in height. Part roof and lift over-run removed.
- P1 21/12/16 Planning

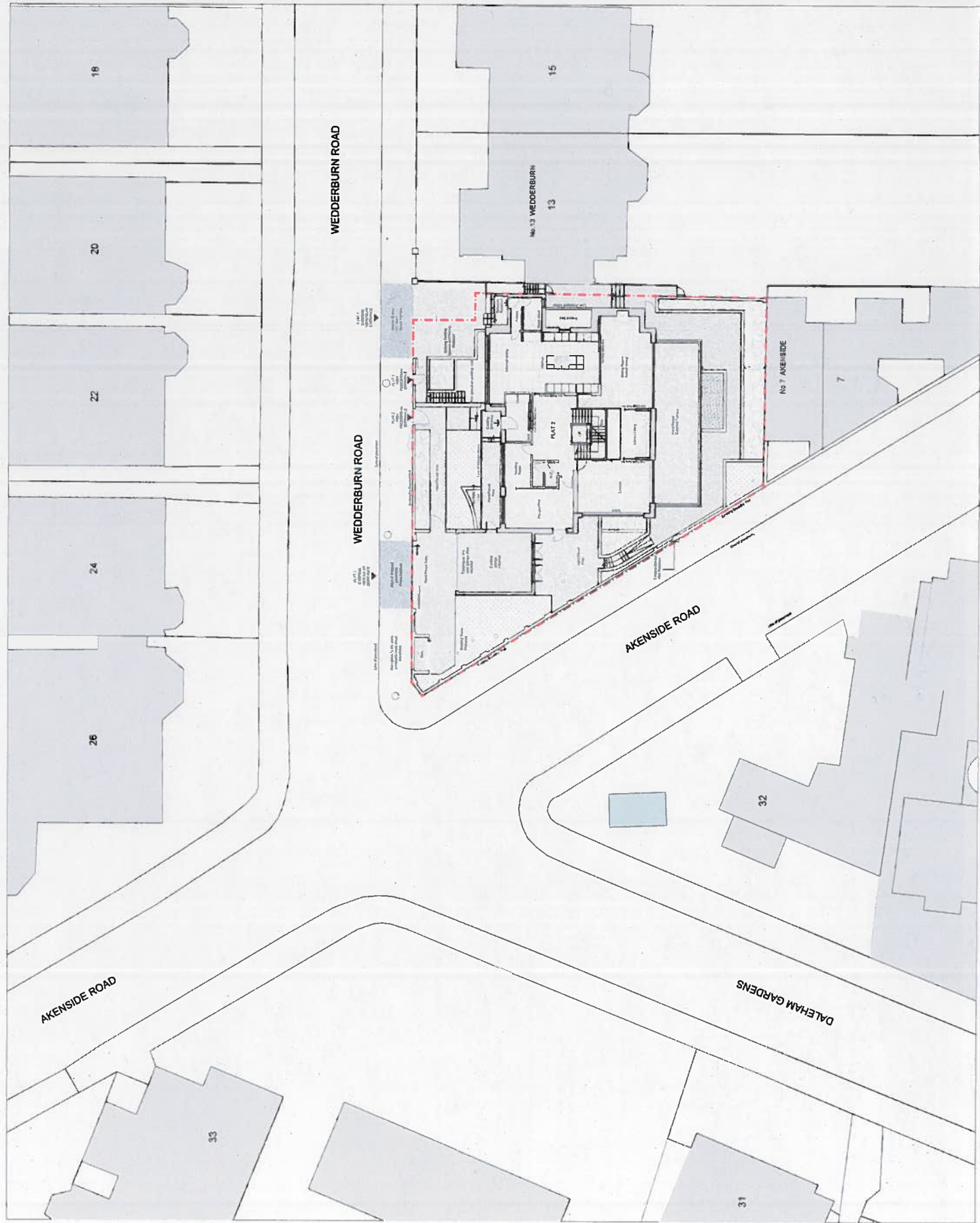
Rev	Date	Planning	Note
P1	21/12/16	Planning	

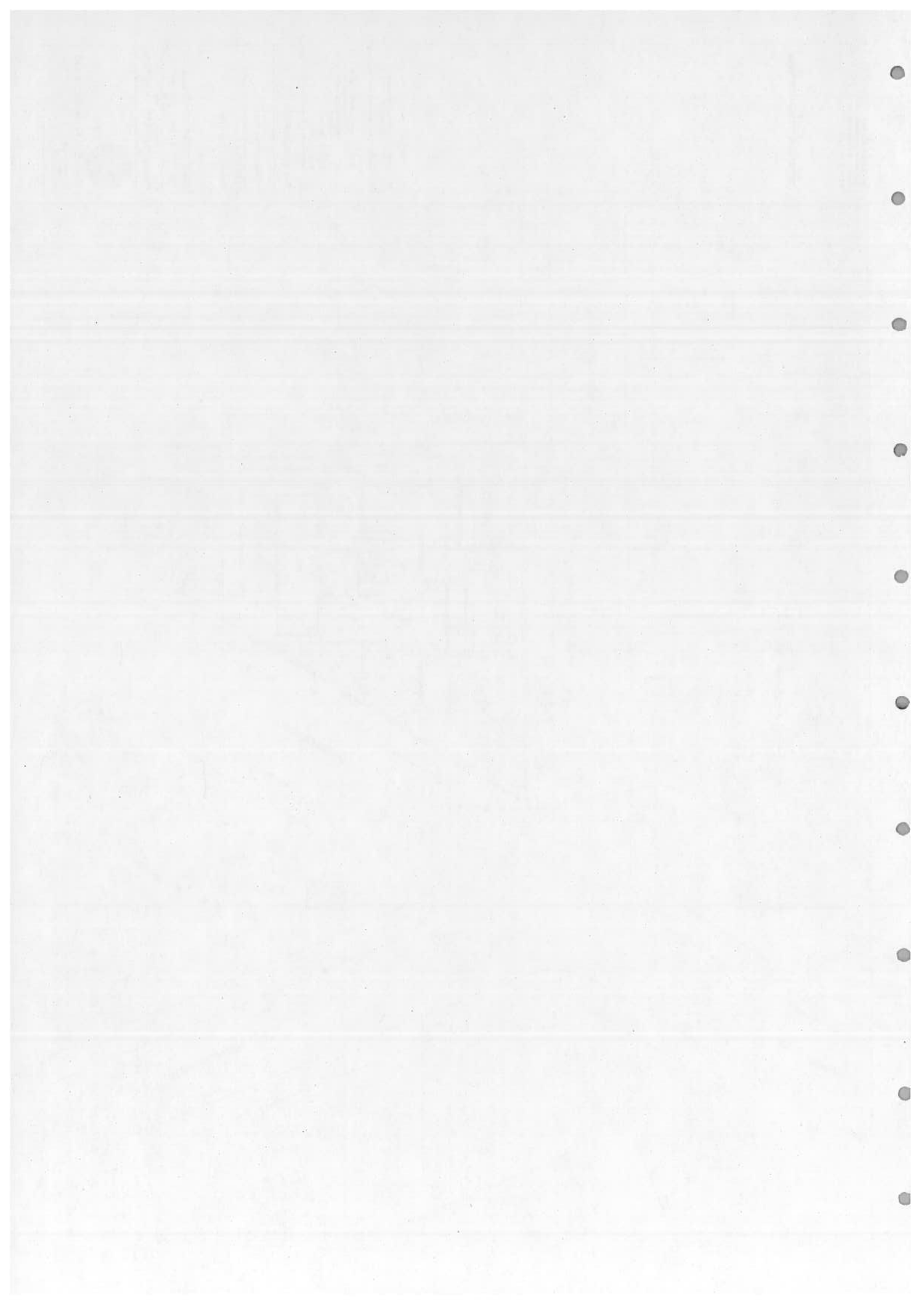
Client	Dan and Susie Wagner		
Project Title	15 Wedderburn Road		
Drawing Title	Proposed Site Plan		

Project No.	276	Drawing No.	004	Revision	P5
Status	Planning	Scale	1:200@A2	Date	21/12/2016



Clive Sall Architecture Ltd.
 2 Providence Yard
 100 St. John Street
 London EC1A 4JF





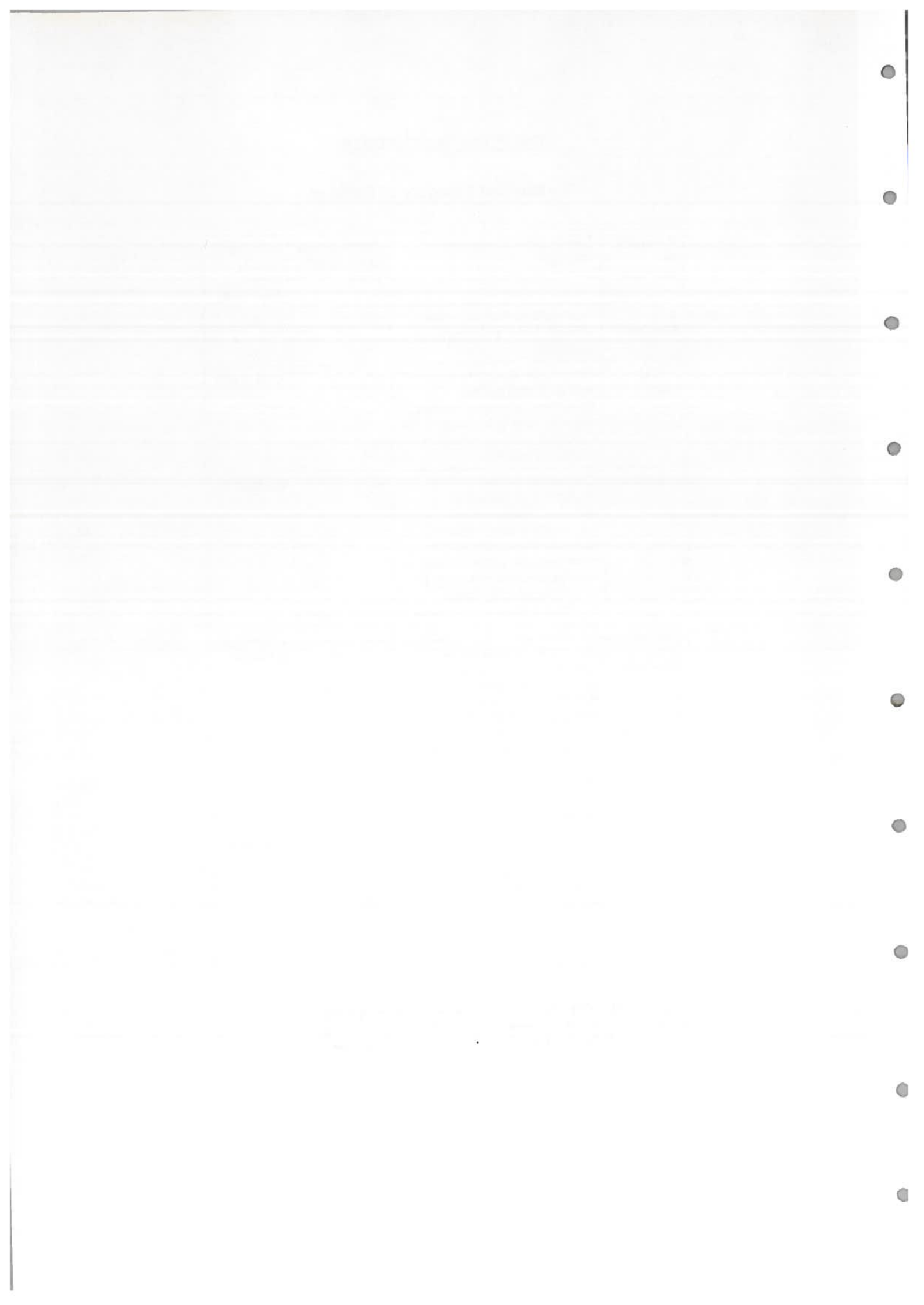
THE FOURTH SCHEDULE

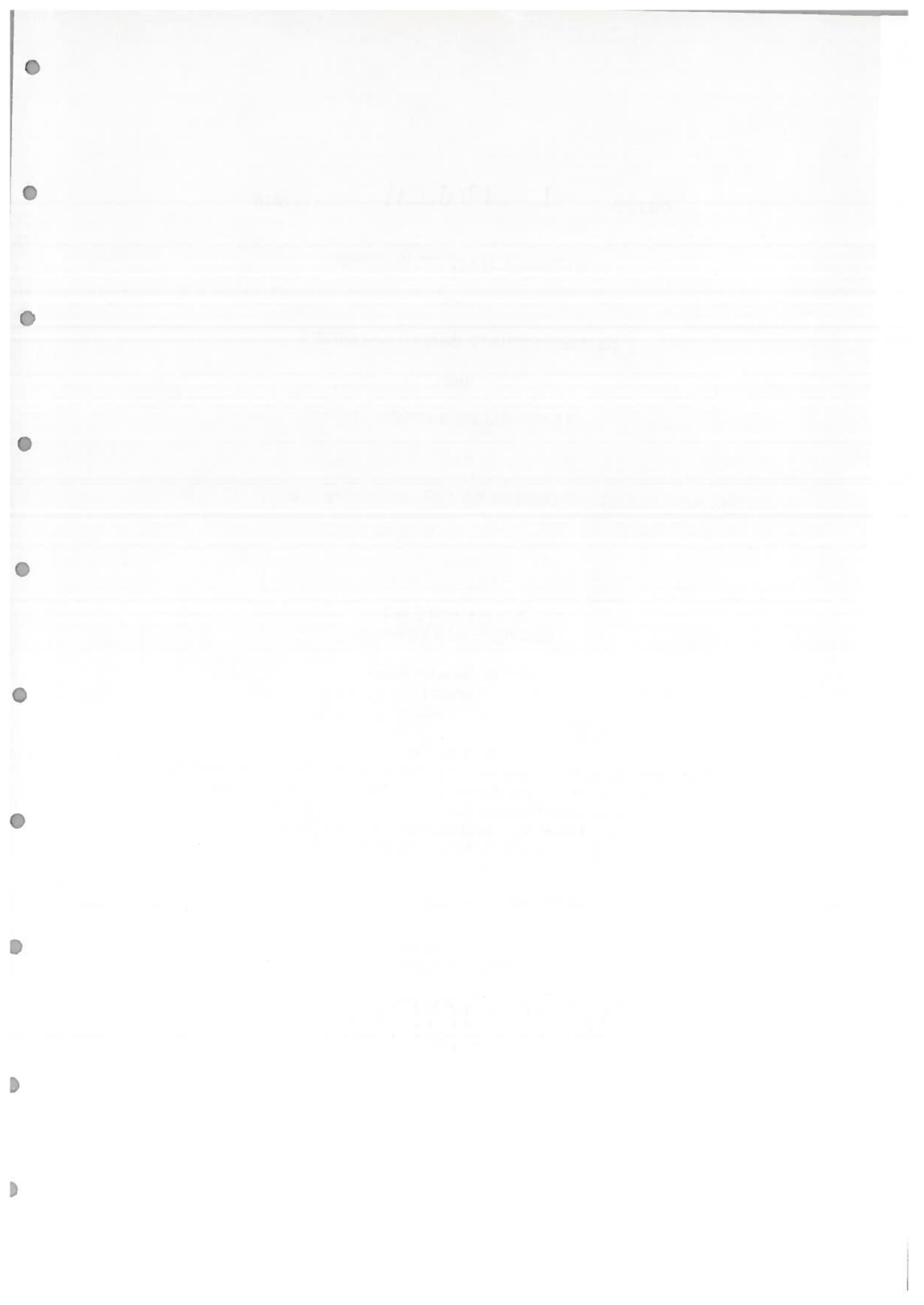
The Burland Category of Damage

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

Damage Category Chart (CIRIA C580)

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





DATED 15 MARCH 2018

(1) DANIEL MAURICE WAGNER

and

(2) HSBC PRIVATE BANK (UK) LIMITED

and

(3) LADY ELLEN DAHRENDORF

and

(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

AGREEMENT
relating to land known as

15 Wedderburn Road
London
NW3 5QS

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended)
and Section 278 of the Highways Act 1980 Section 16 of the
Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972 and
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.222 (final)

354

QR