

DATED 1ST MARCH 2011

(1) GOLDEN GATE LIMITED

and

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

A G R E E M E N T
relating to land known as
99A Frognal, London NW3 6XR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.639

THIS AGREEMENT is made the 1st day of March 2011

BETWEEN:

1. **GOLDEN GATE LIMITED** (incorporated in **Seychelles** of Oracle Capital Group
Oracle House 8-12 Welbeck Way London W1G 9YL
2. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) whose registered office is at 1
Churchill Place, London E14 5HP (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 27847.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 30 June 2010 and the Council resolved to grant permission
conditionally under reference number 2010/3202/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 BARCLAYS BANK PLC as mortgagee under a legal charge registered under Title Number 27847 and dated 22 November 2010 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 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor/architect/project manager certifying that the Development has been completed

2.4 "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 Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "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

2.6 "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

2.7 "the Development"

the erection of a three storey dwelling house (Class C3) plus basement accommodation following demolition of existing dwelling as shown on drawing numbers Location Plan; Site Plan; 801/E-SS; E-S-W-D; E-N-E-D; E-P-S-D; E-S-W revA; E-N-E revA; E-P-S; E-BB-5; PP-S; PP-B; PP-LG; PP-UG; PP-R revB; PE-S-W; PE-N-E Rev A; PS-A-B; Letter Dated 14/06/2010 By Anstey Horne; Structural Strategy Report Dated May 2010 By Fluid Structures; Arboricultural Impact Assessment Report Dated 4th June 2010; Environmental Noise Assessment Dated June 2010 By Acoustic Plus; Sustainability & Energy Statement Dated May 2010 By KUT; Desk Study Report, ref J10088, by Fluid

Structures dated May 2010; Letter from Rachel Sandrook (Fluid structures dated 20th August 2010); Tree constraints plan (March 2010); Arboricultural Impact Assessment (Upper Ground Floor) Rev A;

2.8 "Energy Efficiency and
Renewable Energy Strategy"

a strategy (including a post construction report) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 20% by using renewable energy methods onsite unless otherwise agreed in writing by the Council but only where in the Council's opinion a lesser percentage is clearly justified based on a sufficiently detailed report submitted by the Owner

2.9 "the Highways
Contribution"

the sum of £6,433.42 (six thousand four hundred and thirty three pounds and forty two) 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 repaving of the footway adjacent to the site and the vehicular crossover ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory

undertakers works and excludes any statutory undertakers costs

- 2.10 "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
- 2.11 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.12 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council the Owner and the Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 June 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/3202/P subject to conclusion of this Agreement
- 2.15 "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

- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 99A Frognal, London NW3 6XR the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.19 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable Buildings with a target of achieving Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

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 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 HIGHWAYS CONTRIBUITION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has

received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.2.6 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.

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

4.3 SUSTAINABILITY PLAN

4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.3.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.3.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

4.3.4 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 Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.4 ENERGY EFFICIENCY AND RENEWABLE ENERGY STRATEGY

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Strategy.
- 4.4.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Energy Efficiency and Renewable Energy Strategy as demonstrated by written notice to that effect.
- 4.4.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Renewable Energy and Energy Efficiency Strategy as approved by the Council have been implemented in the construction of the Development.
- 4.4.4 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 operated in strict accordance with the Energy Efficiency and Renewable Energy Strategy as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Strategy.

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 2010/3202/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 jointly and severally 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 Submission of the Constructions Management Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format 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 2010/3202/P.
- 5.6 Payment of the Highways Contribution pursuant to Clause 4.2 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN011ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest 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 2010/3202/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**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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


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

Signed as a deed on behalf of:
GOLDEN GATE LIMITED
a company incorporated in
Seychelles
By **SERGEY KIM**
being a person who, in
accordance with the laws of that
territory, is acting under
the authority of the company

Signature.....

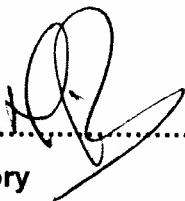
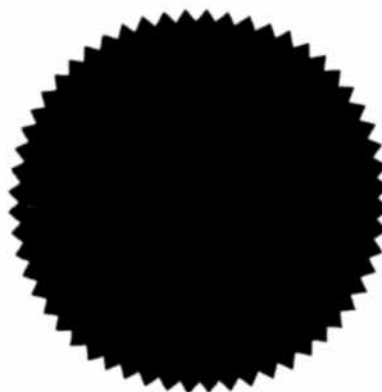
EXECUTED AS A DEED BY
BARCLAYS BANK PLC
by
in the presence of:-

)
)
) MELODY CORBEN
) M Corben
B424.

.....
Sharon Pearson B328

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

.....
Authorised Signatory

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke.

THE FIRST SCHEDULE

Construction Management Plan

Highway Measures

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

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

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

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

- v) The Construction Management Plan should also include the following statement:

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

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

The London Planning Practice
61 Chandos Place
London
WC2N 4HG

Application Ref: **2010/3202/P**

14 October 2010

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
99A Frognaal
London
NW3 6XR

DECISION
Proposal:
Erection of a three storey dwelling house (Class C3) plus basement accommodation following demolition of existing dwelling.
Drawing Nos: Location Plan; Site Plan; 801/E-SS; E-S-W-D; E-N-E-D; E-P-S-D; E-S-W revA; E-N-E revA; E-P-S; E-BB-5; PP-S; PP-B; PP-LG; PP-UG; PP-R revB; PE-S-W; PE-N-E revA; PS-A-B; Letter Dated 14/06/2010 By Anstey Horne; Structural Strategy Report Dated May 2010 By Fluid Structures; Arboricultural Impact Assessment Report Dated 4th June 2010; Environmental Noise Assessment Dated June 2010 By Acoustic Plus; Sustainability & Energy Statement Dated May 2010 By KUT; Desk Study Report, ref J10088, by Fluid Structures dated May 2010; Letter from Rachel Sandrook (Fluid structures dated 20th August 2010); Tree constraints plan (March 2010); Arboricultural Impact Assessment (Upper Ground Floor) Rev A;

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 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 Council. 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 enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1, and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006, and of DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies and policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 3 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, by not later than the end of the planting season prior to the occupation 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 Council gives written consent to any variation.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1, and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006, and of DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies and policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 4 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 to the satisfaction of the Council. Details shall be submitted to and approved by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction"

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy N8 of the London Borough of Camden Replacement Unitary Development Plan 2006 and of policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 5 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 Development Plan 2006 and of policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the use commences, the climate control system plant shall be provided with the acoustic isolation and sound attenuation in accordance with the recommendations of the approved Environmental Noise Assessment. The acoustic isolation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the nearest residential premises in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 Development Plan 2006 and of policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 7 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over

development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies B1 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006 and policies DP24 (Securing high quality design), DP25 (Conserving Camden's heritage) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 8 The development hereby permitted shall be carried out in accordance with the following approved plans Location Plan; Site Plan; E-SS; E-S-W-D; E-N-E-D; E-P-S-D; E-S-W revA; E-N-E revA; E-P-S; E-BB-5; PP-S; PP-B; PP-LG; PP-UG; PP-R revA; PE-S-W; PE-N-E; PS-A-B; Letter Dated 14/06/2010 By Anstey Horne; Structural Strategy Report Dated May 2010 By Fluid Structures; Arboricultural Impact Assessment Report Dated 4th June 2010; Environmental Noise Assessment Dated June 2010 By Acoustic Plus; Sustainability & Energy Statement Dated May 2010 By KUT; Desk Study Report, ref J10088, by Fluid Structures dated May 2010; Letter from Rachel Sandrook (Fluid structures dated 20th August 2010); Tree constraints plan (March 2010); Arboricultural Impact Assessment (Upper Ground Floor) Rev A;

Reason:

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

- 9 Prior to the commencement of use of the roof terrace the barrier [incorporating a 1.7m high obscure glazed screen] to prevent access to the North side of the terrace as shown on the approved roof level plan [801/PP-R revB and north and east elevations [801/PE-N-E revA], shall be erected and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006, and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 10 No development shall take place until the ground investigation recommended in the structural strategy report as necessary to verify below ground conditions has been carried out. The results of the ground investigation, together with the details of any measures that are identified in it as being necessary to secure the structural integrity of the development, shall be submitted to and approved by the Council prior to the commencement of any excavation on site, and the approved measures shall be fully implemented.

Reason: In order to ensure that the development does not cause harm to the built and natural environment and local amenity in accordance with the requirements of policies B1 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006, and policy DP27 (Basements and lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 11 Any security lighting that may be provided shall not be angled towards the adjoining property at no. 7 Oak Hill Way and shall be fitted with cowls to direct light downwards as appropriate, in order to prevent light pollution, and this arrangement shall be permanently retained and maintained as such thereafter.

Reason: In order to prevent unreasonable light pollution to the neighbouring premises in accordance with the requirements of policy SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006, and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), SD7 (Light, noise and vibration pollution), SD8 (Disturbance), SD9 (Resources and energy), H1 (New Housing), B1 (General design principles), B6 (Listed buildings), B7 (Conservation areas), N5 (Biodiversity), N8 (Ancient woodlands and trees), T1 (Sustainable transport space), T2 (Capacity of transport provision), T3 (Pedestrians and cycling), and T12 (Works affecting highways); the London Borough of Camden Local Development Framework Core Strategy CS1 (Distribution of growth), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity), CS16 (Improving Camden's health and well-being) and CS17 (Making Camden a safer place); and the London Borough of Camden Local Development Framework Development Policies policies DP2 (Making full use of Camden's capacity for housing), DP16 (Transport implications of development), DP17 (Walking, cycling and public transport), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP28 (Noise and vibration) and DP29 (Improving access).

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- high standard of design having regard to

- 2 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.

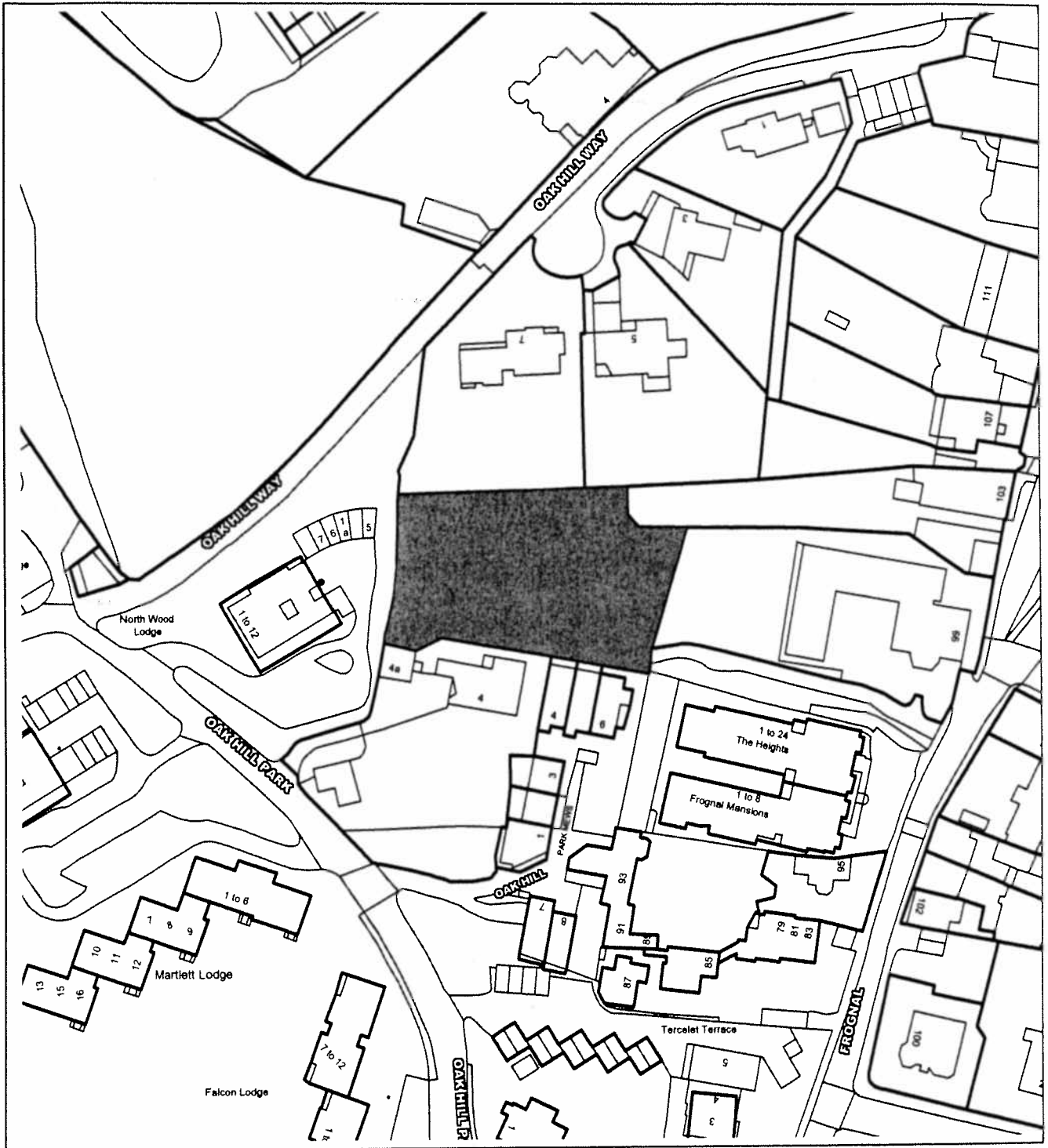
DRAFT

Yours faithfully

Culture and Environment Directorate

DECISION

99A Frognal, London NW3 6XR



This material has been reproduced from Ordnance Survey digital map data with the permission of Her Majesty's Stationery Office, © Crown Copyright.

DATED 1ST MARCH

2011

(1) GOLDEN GATE LIMITED

and

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

A G R E E M E N T
relating to land known as
99A Frognal, London NW3 6XR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.639