

DATED 21 January 2014⁵ *Tom*

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) F & M INVESTMENT HOLDINGS LIMITED

and

(3) METROPOLITAN & COUNTY HOLDINGS LIMITED

and

(4) R.F.Y.C. LIMITED

and

AL (5) ~~INVESTEC BANK (UK) LIMITED~~ PLC

and

(6) ARBUTHNOT LATHAM & CO. LIMITED

and

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

A G R E E M E N T
relating to land known as
Flats 14 - 45 (Blocks A and B)
Frognaal Court
Finchley Road
London
NW3 5HG

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP
Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.2654 (FINAL)



THIS AGREEMENT is made the 21 day of January 2014/5 *fm*

BETWEEN:

1. **NETWORK RAIL INFRASTRUCTURE LIMITED** (company registration number 2904587) of ~~Kings Place, 90 York Way, London N1 9AG~~ ^{4 EVELING STREET London NW4 2DN} (hereinafter called "the Freeholder") of the first part *fm*
2. **F & M INVESTMENT HOLDINGS LIMITED** (incorporated in the British Virgin Islands) of Flat 5, 20 Frithwood Avenue, Northwood HA6 3LX (hereinafter called "the First Leaseholder") of the second part
3. **METROPOLITAN & COUNTY HOLDINGS LIMITED** (company registration number 02261046) whose registered office is at 116 West Heath Road, London, NW3 7TU (hereinafter called "the Second Leaseholder") of the third part
4. **R.F.Y.C. LIMITED** (company registration number 5180506) whose registered office is at Flat 5 20 Frithwood Avenue Northwood Middlesex HA6 3LX (hereinafter called "the Third Leaseholder") of the fourth part
5. **INVESTEC BANK ^{PLC} (UK) LIMITED** (company registration number 489604) whose registered office is 2 Gresham Street London EC2V 7QP (hereinafter called "the First Mortgagee") of the fifth part *fm*
6. **ARBUTHNOT LATHAM & CO. LIMITED** (company registration number 00819519) whose registered office is Arbuthnot House, 20 Ropemaker Street, London, EC2Y 9AR (hereinafter called "the Second Mortgagee") of the sixth part
7. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the seventh part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold owner of the Property under Title Number NGL797248 with title absolute containing registration of a 999 year lease to the First Leaseholder.
- 1.2 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Number NGL804993 subject to a charge to the First Mortgagee.
- 1.3 The Second Leaseholder is registered at the Land Registry as the sub-leasehold proprietor with Title absolute of the Property under Title Number NGL138073 subject to a charge to the Second Mortgagee.
- 1.4 The Third Leaseholder is registered at the Land Registry as the further sub-leasehold proprietor with Title absolute of the Property under Title Number NGL856825 subject to a charge to the First Mortgagee.
- 1.5 The Freeholder, the First Leaseholder, the Second Leaseholder and the Third Leaseholder shall hereinafter collectively be referred to as "the Owner".
- 1.6 The Planning Application for the Development of the Property was submitted to the Council and validated on 31st January 2014 and the Council resolved to grant permission conditionally under reference number 2014/0342/P subject to conclusion of this legal Agreement.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL804993 and dated 24 October 2008 and mortgagee under a legal

charge registered under Title Number NGL856825 and dated 13 December 2005 is willing to enter into this Agreement to give its consent to the same.

- 1.10 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL138073 and dated 24 July 2006 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 "Affordable Housing" low cost housing including Social Rented Housing and/or Intermediate Housing that meets the needs of people who cannot afford to occupy homes available on the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.5 "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

2.6 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and

amendments to normal traffic arrangements (if any);

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

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

2.7 "the Construction Phase"

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

2.8 "the Development"

erection of mansard roof to provide 8 x 2-bed flats (Class C3) associated extension to stairwell and external fire escapes, installation of solar panels and the provision of 1x disabled car park space and cycle parking as shown on drawing numbers FCE/01, FCE/02 Rev 1, FCE/27R1, FCE/28R1, FCE/30R1, FCE/32R1, FCE/33R1, FCE/34R1, FCE/35R1, FCE/37R1, FCE/39R1, FCE/40R1, FCE/41, FCE/42, 8167/4, 8167/8, FCE/Lifetime Homes/Standards/Ref.LH/PS/Jan 2014 and Code for Sustainable Homes Pre-Assessment by Twenty 16 Design dated January 2012

2.9 "the Education Contribution"

the sum of £17,704 (seventeen thousand seven hundred and four 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 towards education needs arising in the London Borough of Camden

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 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.12 "the Parties"

the Council, the Owner, the First Mortgagee and the Second Mortgagee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 31st January 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/0342/P subject to conclusion of this Agreement

2.14 "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

2.15 "the Planning

- Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as Flats 14 - 45 (Blocks A and B) Froggnal Court, Finchley Road, London, NW3 5HG the same as shown shaded grey on the plan annexed hereto
- 2.17 "the Public Open Space Contribution" the sum of £10,432 (ten thousand four hundred and thirty two pounds) to be paid by 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 improvement maintenance and upkeep of existing public open spaces and or nature conservation improvements to parks and open space and or the obtaining of land for the purposes of making public open space in the vicinity of the Development
- 2.18 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.19 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.20 "the Sustainability Plan" a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its

subsequent management and occupation based which shall include:-

- (i) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 If at any time after the date of this Agreement:-

- (i) any planning permission is granted for the further development of the Property which gives consent for the development of additional residential units or additional floorspace for residential purposes;

(ii) any additional floorspace is created on the Property for residential purposes;
and/or

(iii) any additional residential units are created within the Property
any of which exceeds the Council's minimum requirement for Affordable Housing as
set out in the Council's "Camden Development Policies (adopted November 2010)"
the Owner shall enter into a s106 agreement with the Council to secure the
following:-

4.1.2 That an appropriate percentage of the residential units created under clause 4.1.1
are provided as Affordable Housing (either as on-site contribution, off-site
contribution or financial contribution) such percentage to be applied to the aggregate
total of the residential units permitted by the Planning Permission and the additional
residential floorspace created under clause 4.1.1.

4.1.3 Not to Occupy or allow Occupation of any of the additional residential floorspace
created under Clause 4.1.1 of this Agreement until such time as the additional
residential floorspace has been provided as Affordable Housing (either as on-site
contribution, off-site contribution or financial contribution).

4.2 **CAR FREE**

4.2.1 The Owner hereby covenants with the Council to ensure that prior to occupying any
residential unit forming part of the Development each new resident of the
Development is informed by the Owner of the Council's policy that they shall not be
entitled (unless they are the holder of a disabled persons badge issued pursuant to
Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a
Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not
be able to buy a contract to park within any car park owned, controlled or licensed by
the Council.

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges
that the provision in Clause 4.2.1 above will remain permanently.

4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning
Obligations Monitoring Officer of the official unit numbers of the residential units
forming part of the Development (as issued and agreed by the Council's Street Name
and Numbering Department), identifying those residential units that in the Owner's
opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 **CONSTRUCTION MANAGEMENT PLAN**

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 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.
- 4.3.3 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.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the 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.

4.4 **EDUCATION CONTRIBUTION**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.5 **PUBLIC OPEN SPACE CONTRIBUTION**

- 4.5.1 On or prior to the Implementation Date to pay in full to the Council the Public Open Space Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.6 **SUSTAINABILITY PLAN**

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

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

4.6.3 Not to Occupy or permit Occupation of the Property 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 Property.

4.6.4 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.

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 2014/0342/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 £1,000.00 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 pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2014/0342/P.
- 5.7 Payment of the financial contributions to the Council pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code 2014/0342/P 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.

5.8 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 of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2014/0342/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 First Mortgagee or Second Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith

determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The First Mortgagee and Second Mortgagee hereby consent to the completion of this Agreement and agree 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 agree to be bound by the said obligations only in the event that either or both become 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**

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 First Mortgagee and Second Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY NETWORK RAIL INFRASTRUCTURE LIMITED *affixing the Common Seal of*
acting by *in the presence of:* a Director and its Secretary)
~~or by two Directors~~) SEAL NO. 35508

~~Director Name: (CAPITALS)~~ *Helen Martin 08 Jan 2015*
~~Director Signature:~~ ASSISTANT COMPANY SECRETARY

~~Director/Secretary Name (CAPITALS)~~)
~~Director/Secretary Signature:~~) Authorised Signatory as approved
by a resolution of the board of Network Rail Infrastructure Limited
on 25 November 2014

EXECUTED AS A DEED BY F & M INVESTMENT HOLDINGS LIMITED)

LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

SUSAN FREED

Director Signature:)

S. Freed

Director/Secretary Name (CAPITALS))

MARK ROBIN FREED

Director/Secretary Signature:)

M. Freed

Signed
~~EXECUTED AS A DEED BY~~)
METROPOLITAN & COUNTY HOLDINGS)
LIMITED)
~~acting by a Director and its Secretary~~)
~~or by two Directors~~)

Director Name: (CAPITALS))

M. C. HAY

Director Signature:)

M. C. Hay

In the presence of
~~Director/Secretary Name (CAPITALS)~~)

AGLEN LYNCH

~~Director/Secretary Signature:~~)

Aglen Lynch

135 ELTHAM PALACE RD
LONDON
SE9 5NA

EXECUTED AS A DEED BY)
R.F.Y.C. LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

CHAYIM FREED

Director Signature:)

Chayim Freed

Director/Secretary Name (CAPITALS))

SIMON FREED

Director/Secretary Signature:)

Simon Freed

EXECUTED AS A DEED BY)

INVESTEC BANK ~~(UK)~~ LIMITED PLC)

acting by a ~~Director and its Secretary~~)

or by two Directors *Authorized Signatories*)

pursuant to a power of attorney dated 4 June 2013)

Director Name: (CAPITALS))

Director Signature:)

DANIEL CARLISLE

[Handwritten signature]

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

ERIN CLARKE

[Handwritten signature]

EXECUTED AS A DEED BY)

ARBUTHNOT LATHAM & CO. LIMITED)

BY)

DAVID NEWBY..... (CAPITALS))

..... (SIGNED))

in the presence of:)

JAMES FREEMAN..... (CAPITALS))

..... (SIGNED))

[Large handwritten signature]

[Handwritten signature]

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)

Affixed by Order:-

[Handwritten signature].....

Authorised Signatory



THE 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 UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

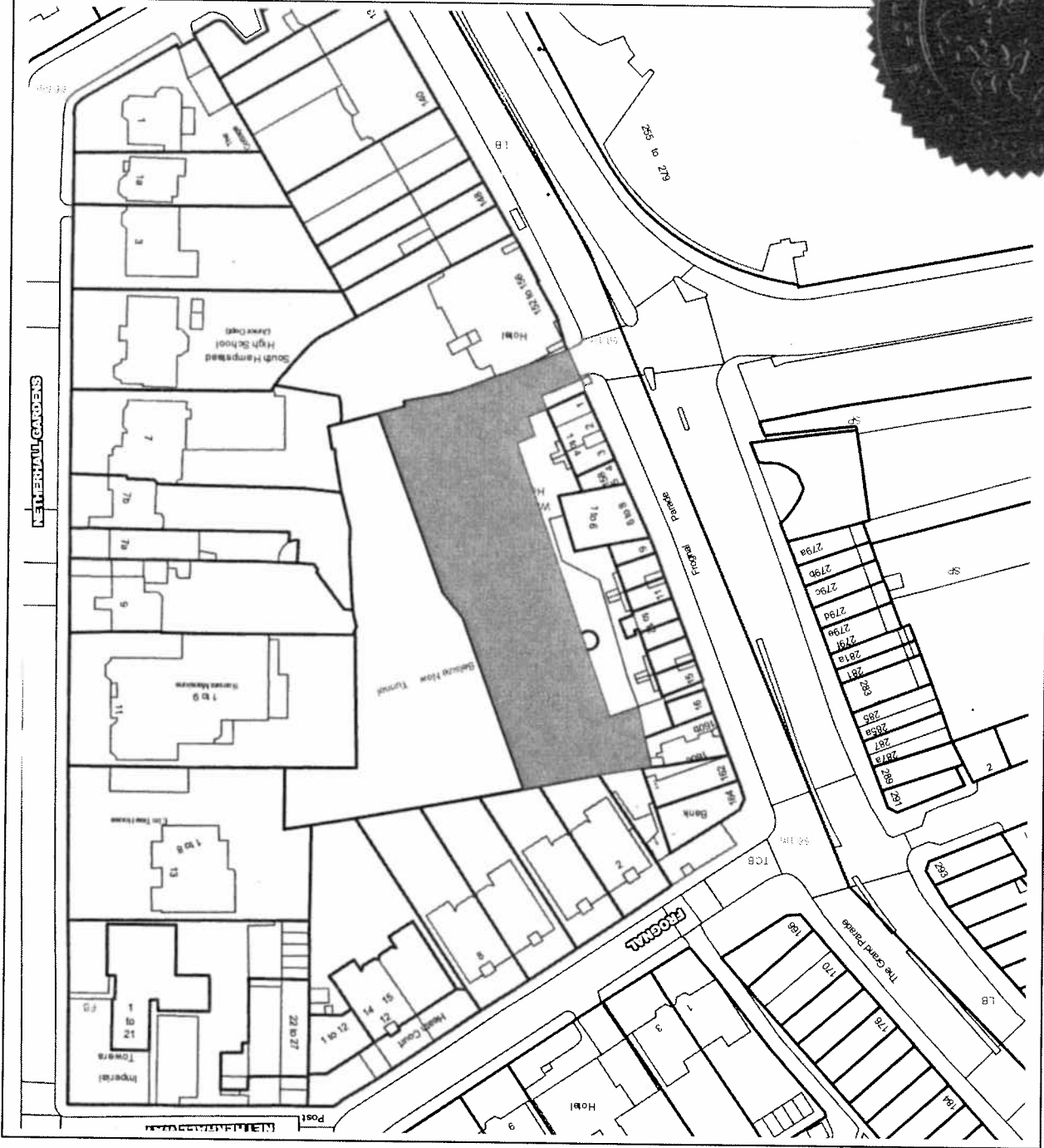


C.F. Alexander
S. C. [unclear]
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FOR AND ON BEHALF OF
ARBUTHNOT LATHAM & CO., LIMITED

.....
AUTHORIZED SIGNATURES
M.I.U.

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FLATS 14 - 45 (BLOCKS A AND B), FROGNAL COURT, FINCHLEY ROAD, LONDON, NW3 5HG





**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Snell Associates
The Studio
The Street
Shotesham All Saints
Norwich
NR15 1AP

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

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

Application Ref: **2014/0342/P**

25 September 2014

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:

Flats 14 - 45 (Blocks A and B)
Frognal Court
Finchley Road
London
NW3 5HG

Proposal:

DECISION
Erection of mansard roof to provide 8 x 2-bed flats (Class C3) associated extension to stairwell and external fire escapes, installation of solar panels and the provision of 1x disabled car park space and cycle parking.

Drawing Nos: FCE/01, FCE/02 Rev 1, FCE/27R1, FCE/28R1, FCE/30R1, FCE/32R1, FCE/33R1, FCE/34R1, FCE/35R1, FCE/37R1, FCE/39R1, FCE/40R1, FCE/41, FCE/42, 8167/4, 8167/8, FCE/Lifetime Homes/Standards/Ref.LH/PS/Jan 2014 and Code for Sustainable Homes Pre-Assessment by Twenty 16 Design dated January 2012.

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

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

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

Condition(s) and Reason(s):

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

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

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

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

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: FCE/01, FCE/02 Rev 1, FCE/27R1, FCE/28R1, FCE/30R1, FCE/32R1, FCE/33R1, FCE/34R1, FCE/35R1, FCE/37R1, FCE/39R1, FCE/40R1, FCE/41, FCE/42, 8167/4, 8167/8, FCE/Lifetime Homes/Standards/Ref.LH/PS/Jan 2014 and Code for Sustainable Homes Pre-Assessment by Twenty 16 Design dated January 2012.

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

- 4 Detailed drawings (plans, sections and elevations as appropriate) and/or samples of the following shall be submitted to and approved in writing by the local planning authority prior to the commencement of the development:

- a) Facing materials;
- b) Windows and doors (scale 1:20);
- c) Relocation of existing chimneys, water tanks and other rooftop equipment;
- d) Design and location of new solar panels and other renewable energy equipment on the roof; and
- e) The reconfigured access routes to the rear entrances with associated safety measures such as access controls, CCTV and lighting.

These parts of the development shall not be carried out otherwise than in accordance with the details thus approved.

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

- 5 Prior to the commencement on the relevant part of the development details of the proposed cycle storage area for 8 cycles shall be submitted to and approved in writing by the Council. The approved facility shall thereafter be provided in its entirety prior to first occupation of the new residential units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable

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

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

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point it leaves TW pipes. The developer should take account of this minimum water pressure in the design of the proposed development.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 You are advised that Network Rail have indicated to the Council that they have no objection to your proposals subject to them not adversely affecting the railway tunnels which run underneath the site. You are reminded that you will need to obtain the separate consent of Network Rail to carry out the development. You will need to submit relevant documents and plans relating to the detailed design and construction methods to the Network Rail's Asset Protection Team and Tunnels Engineer for their approval.

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

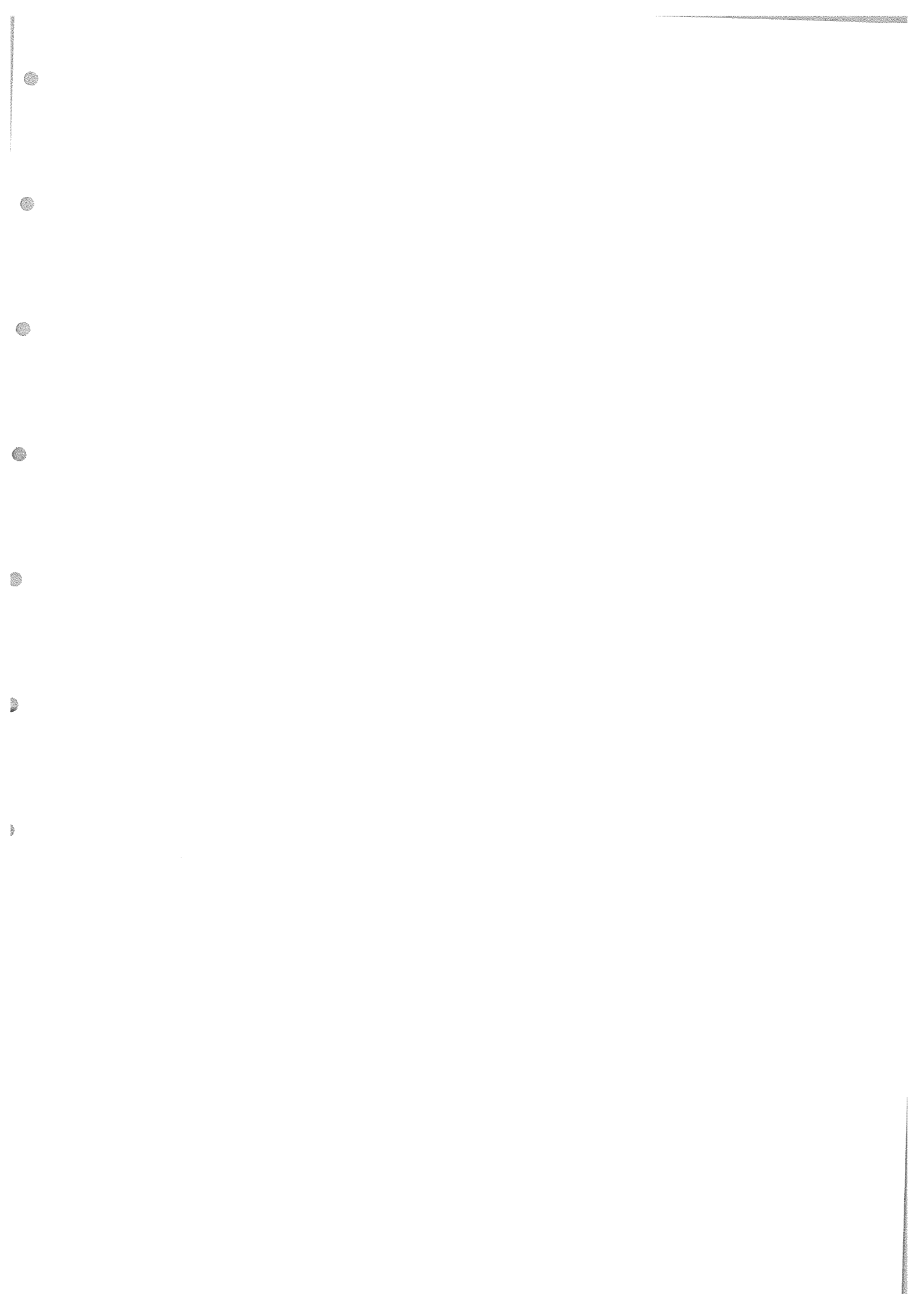
Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION





DATED

21 January

2014

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) F & M INVESTMENT HOLDINGS LIMITED

and

(3) METROPOLITAN & COUNTY HOLDINGS LIMITED

and

(4) R.F.Y.C. LIMITED

and

(5) INVESTEC BANK (UK) LIMITED

and

(6) ARBUTHNOT LATHAM & CO. LIMITED

and

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

A G R E E M E N T

relating to land known as
Flats 14 - 45 (Blocks A and B)
Frognal Court
Finchley Road
London
NW3 5HG

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

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP
Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1685.2654 (FINAL)