

DATED 22 June 2016

(1) JONATHAN WILLIAM GLASSBERG

-and-

(2) UBS AG

-and-

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

SECOND DEED OF VARIATION

Relating to the Original Agreement dated 17 October 2014 (as varied by the First Deed of Variation dated 27 August 2015)

between

the Mayor and Burgesses of the London Borough of Camden

Jonathan William Glassberg and UBS AG

under section 106 of the Town and

Country Planning Act 1990 (as amended)

Relating to development at premises known as

44 Frognal Lane London NW3 6PP

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

Tel: 020 7974 5680

Fax: 020 7974 1920

1781.673



THIS AGREEMENT is made on the 22 day of June 2016

BETWEEN

1. **JONATHAN WILLIAM GLASSBERG** of 44 Frogna Lane London NW3 6PP (hereinafter called "the Owner") of first part
2. **UBS AG** (incorporated in Switzerland) of 3 Finsbury Avenue London EC2M 2AN (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 Council, the Owner and the Mortgagee entered into an Agreement dated 17 October 2014 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, the Owner and the Mortgagee entered into the First Deed of Variation dated 27 August 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.3 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number 101868 subject to a charge to the Mortgagee.
- 1.4 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.5 The Council is the local planning authority for the purposes of the Act 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 A new Planning Application in respect of the Property and to amend the Original Planning Permission as varied by the First Planning Permission was submitted to the Council by the Owner and validated on 15 December 2015 for which the Council

resolved to grant permission conditionally under reference 2015/2648/P subject to the conclusion of this Agreement.

1.7 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.

1.8 Without prejudice to the terms of the other covenants contained in the Original Agreement as varied by the First Deed of Variation the parties hereto have agreed to vary the terms of the Original Agreement as varied by the First Deed of Variation as hereinafter provided.

2. **INTERPRETATION**

2.1 All words and phrases defined in the Original Agreement as varied by the First Deed of Variation shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Original Agreement as varied by the First Deed of Variation shall remain in full force and effect save as varied by this Agreement.

2.2 All references in this Agreement to clauses in the Original Agreement as varied by the First Deed of Variation are to clauses within the Original Agreement as varied by the First Deed of Variation.

2.3 In this Agreement the following expressions shall unless the context otherwise states have the following meanings now allocated to them.

2.3.1 "Agreement" this Second Deed of Variation

2.3.2 "the First Deed of Variation" the deed of variation made under the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 27 August 2015 made between the Council and the Owner and the Mortgagee for the variation of condition 2 (approved plans) of planning application 2014/1616/P dated 24/04/2014 (Conversion of single dwelling into two self-

contained dwellings..) namely to erect entrance gates on both the north and west boundary of the site including alterations to the boundary wall and letterbox, and erection of a freestanding condenser enclosure unit as shown on drawing numbers 02A,03A, 04A, 05, 06, 07, 08; Basement Impact Assessment GB/8600_BIA_Version 1.1 February 2014; Envirocheck Report Ref 51572152_1_1m, dated 05 December 2013, 1230 WD 306, 1230 WD 307, 5088/ME/0300, 5088/ME/0300, 1230/AP 01E, 1230/TS 01B, 1230 WD 301A, 1230 WD 301B, 1230 WD 302A, 1230 WD 304A. 1230/S59, 1230 SK 039, 1230/AP11, Acoustic Report

2.3.3 "Original Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 17 October 2014 made between the Council and the Owner and the Mortgagee

2.3.4 "the Original Planning Permission"

means the planning permission granted by the Council on 17 October 2014 referenced 2014/1616/P allowing conversion of single dwelling into two self contained dwellings including partial demolition of the front extension and replacement with larger extension incorporating separate dwelling and single storey side extension replacement with similar footprint involving demolition of existing single storey garage as shown on drawing numbers:- 1230/AP 01,02A,03A, 05, 06, 07, 08; Basement Impact Assessment GB/8600_BIA_Version 1.1 February 2014; Envirocheck Report Ref 51572152_1_1m, dated 05 December 2013

2.4 Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.

2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.

2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.7 References in this Agreement to the Owner and Mortgagee shall include their successors in title.

3. VARIATION TO THE ORIGINAL AGREEMENT AS VARIED BY THE FIRST DEED OF VARIATION

3.1 The following definitions contained in the Original Agreement as varied by the First Deed of Variation shall be varied as follows:

3.1.1 "Development" the definition of "Development" shall be replaced by the following: "the development permitted pursuant to planning permission dated 17 October 2014 (reference number 2014/1616/P) as amended by planning permission dated 27 August 2015 (reference number 2015/1800/P) for Variation of condition 2 (approved plans) of 2014/1616/P dated 17/10/2014, (Conversion of single dwelling into two self-contained dwellings including partial demolition of the front extension and replacement with larger extension incorporating separate dwelling and single storey side extension replacement with similar footprint involving demolition of existing single storey garage), namely increased in height of the

parapet wall around the dome by 300mm as shown on drawing numbers: Superseded Drawings: 1230/AP0 06 and 1230/AP0 07. Revised Drawings: 1230/AP0 06B and 1230/AP0 07C

3.1.2 "Planning Application" the application for Planning Permission in respect of the Property submitted on 15 December 2015 by the Owner and given reference number 2015/7047/P

3.1.2 "Planning Permission" the planning permission under reference number 2015/7047/P to be issued by the Council in the form of the draft annexed hereto

3.2 After the words "2014/1616/P" in clause 5.2 of the Original Agreement the words "or "2015/7047/P" (as the case may be)" shall be inserted.

3.3 After the words "2014/1616/P" in clause 5.6 of the Original Agreement the words "or "2015/7047/P" (as the case may be)" shall be inserted.

3.4 After the words "2014/1616/P" in clause 6.1 of the Original Agreement the words "or "2015/7047/P" (as the case may be)" shall be inserted.

3.5 The draft planning permission reference 2015/7047/P annexed to this Agreement shall be treated as annexed to the Original Agreement as varied by the First Deed of Variation in addition to the existing annexures.

3.6 In all other respects the Original Agreement as varied by the First Deed of Variation (as varied by this Agreement) shall continue in full force and effect.

4. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. **REGISTRATION AS LOCAL LAND CHARGE**

5.1 This Agreement shall be registered as a Local Land Charge

6. **MORTGAGEE EXEMPTION**

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

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

**EXECUTED AS A DEED BY
JONATHAN WILLIAM GLASSBERG
in the presence of:**

)
) 
)



.....
Witness Signature

Witness Name: *CARY MARTIN*

Address: *19 MANOR GARDENS, ESSEX, SS11 8QP*

Occupation: *PA*


EXECUTED as a Deed on behalf of)

UBS AG)

a company incorporated in)

Switzerland by)

and)

)
) 
) *DAVID AKEMAN*
.....

Authorised Signatory

being persons who in accordance)
with the laws of that territory are)
acting under the authority of)
the company)



..... Anthony T. Dunne,
Authorized Signatory

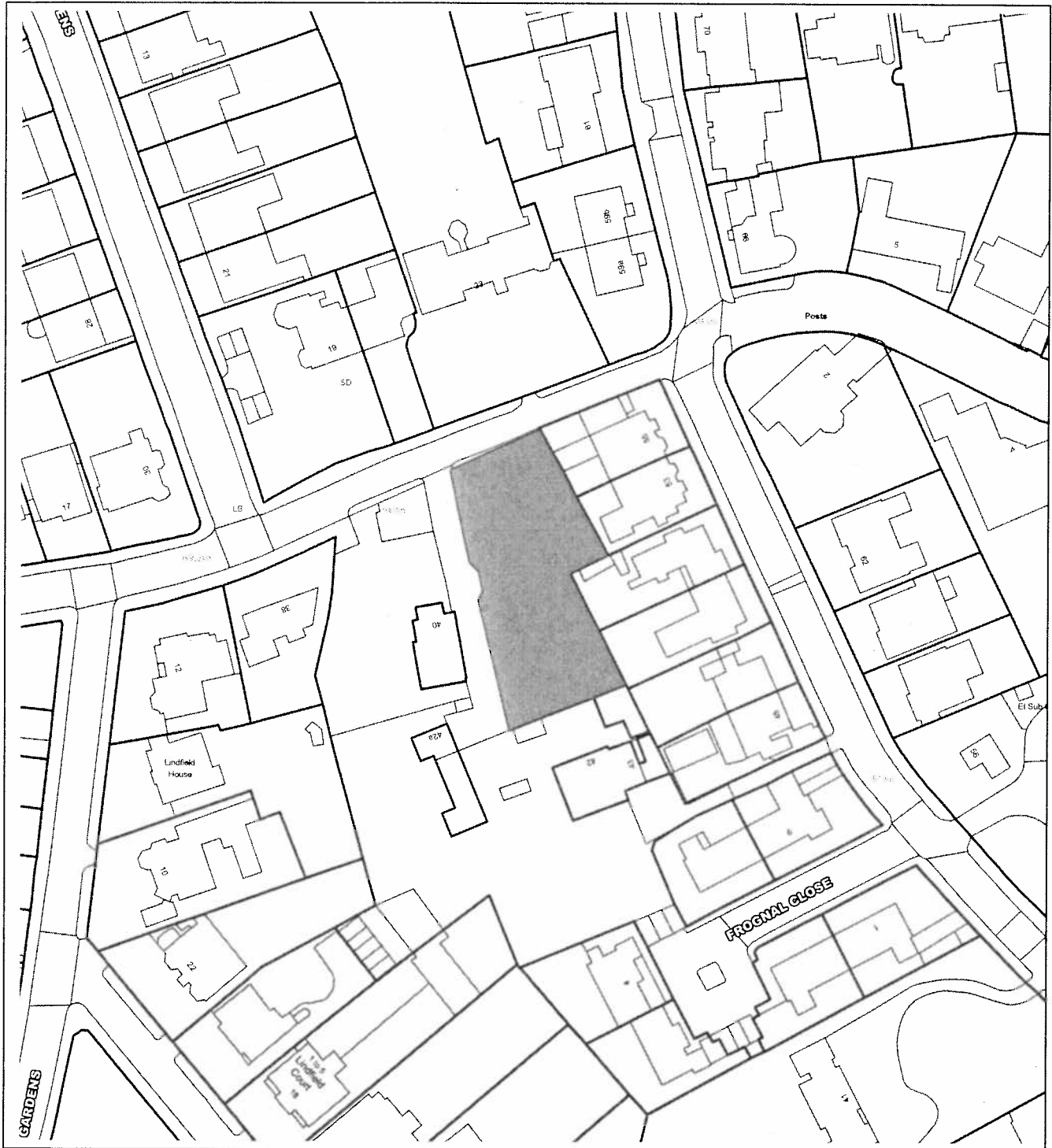
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

R. Alexander
.....
Authorized Signatory





44 Frogmal Lane London NW3 6PP



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Michael Burroughs Associates
33 Shore Road
Holywood Down
BT18 9HX

Application Ref: **2015/7047/P**

23 May 2016

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**44 Frognal Lane
London
NW3 6PP**

Proposal:

DECISION

Variation of condition 2 (approved plans) of 2014/1616/P dated 17/10/2014, (Conversion of single dwelling into two self-contained dwellings including partial demolition of the front extension and replacement with larger extension incorporating separate dwelling and single storey side extension replacement with similar footprint involving demolition of existing single storey garage), namely increased in height of the parapet wall around the dome by 300mm.

Drawing Nos: Superseded Drawings:
1230/AP0 06 and 1230/AP0 07.

Revised Drawings:

1230/AP0 06B and 1230/AP0 07C

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 For the purpose of this decision, condition No.2 of planning permission 2014/1616/P shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: 1230/AP02A, 1230/AP03A, 1230/AP04A, 1230/AP05, 1230/AP06B, 1230/AP07C, 1230/AP 08; Basement Impact Assessment GB/8600_BIA_Version 1.1 February 2014; Envirocheck Report Ref 51572152_1_1m, dated 05 December 2013, 1230 WD 306, 1230 WD 307, 5088/ME/0300, 5088/ME/0300, 1230/AP 01E, 1230/TS 01B, 1230 WD 301A, 1230 WD 301B, 1230 WD 302A, 1230 WD 304A, 1230/S59, 1230 SK 039, 1230/AP11 and Acoustic Report.

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

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 Noise and Licensing Enforcement Team, 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.

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.

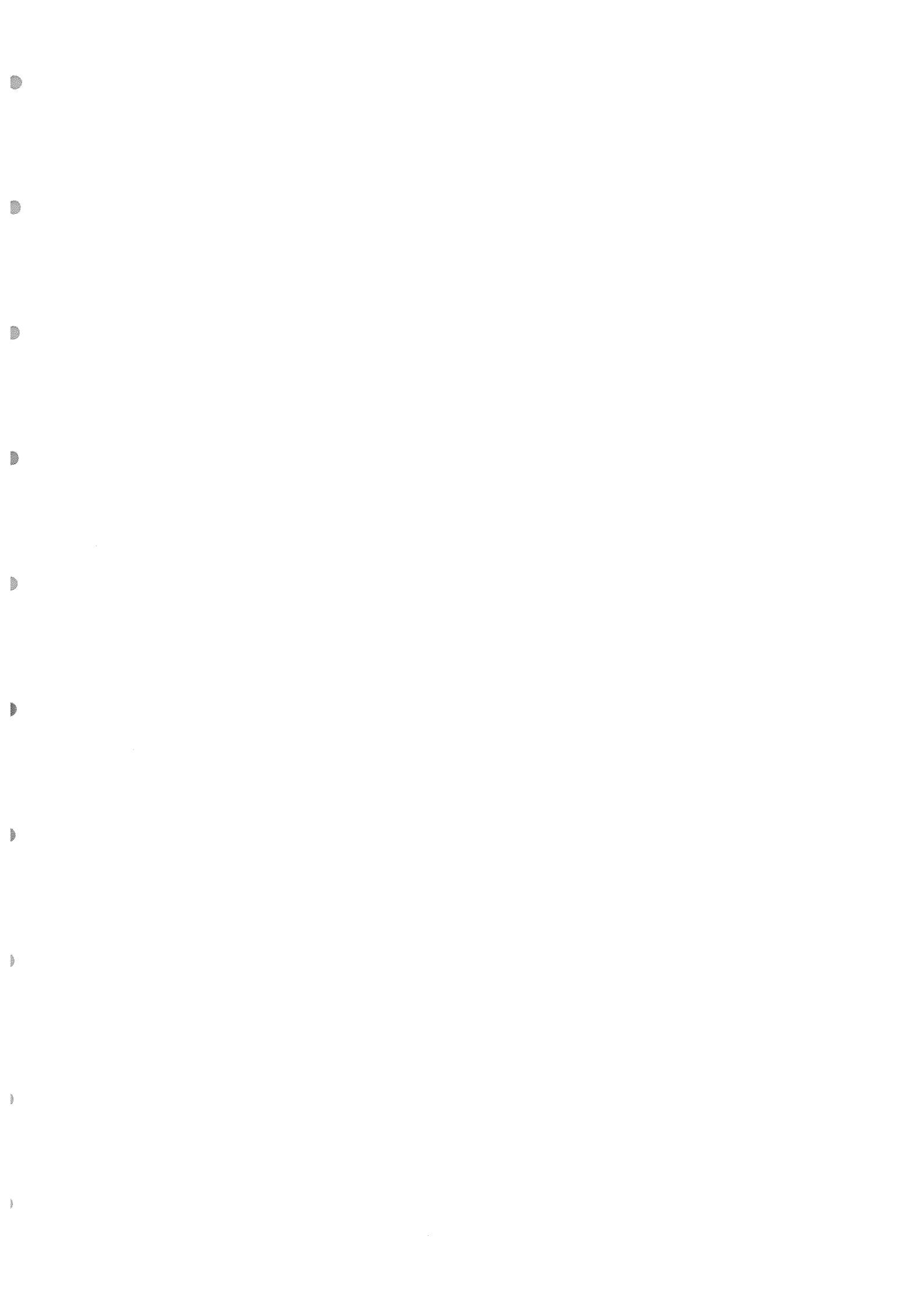
Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION





DATED 22 June 2016

(1) JONATHAN WILLIAM GLASSBERG

-and-

(2) UBS AG

-and-

(3) THE MAYOR AND THE BURGESSES OF
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