

DATED 30 September 2008

(1) CORNWALL OVERSEAS DEVELOPMENTS 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
52 PRINCE OF WALES ROAD and
TRAVELLERS SITE TO REAR (PART) DALBY STREET,
LONDON NW5 3LR
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 1947
Fax: 020 7974 2962

G:planning/ab/s106/Dalby Street /s106 re-executed 2006 Agmt
REF: CLS/AB/1548.2



THIS AGREEMENT is made the 30 day of September 2008

BETWEEN:

1. **CORNWALL OVERSEAS DEVELOPMENTS LIMITED** (Company Registration Number 1005025) incorporated in the British Virgin Islands whose registered office is at ATC Trustees (BVI) Limited, 2nd Floor, Abbott Building, Road Town, Tortola, British Virgin Islands (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the First Property under Title Number NGL637463.
- 1.2 The Owner is the freehold owner of and is interested in the First Property the Traveller's Site and (Part) Dalby Street (a public highway) for the purposes of Section 106 of the Act.
- 1.3 The First Property the Travellers Site and Part of Dalby Street included in the Council's land edged green on Plan 1 shall be hereinafter referred to as "the Property" unless otherwise stated.
- 1.3 On 10 January 2006 the Council granted the Planning Permission for the Development conditionally under reference number 2005/4187/P and concluded a Section 106 Agreement ("the Original Agreement") restricting and regulating the Development.
- 1.4 In accordance with Clause 6.1 of an agreement dated 10 January 2006 made between Trac Properties Limited Community Housing Association Limited and the Mayor and Burgesses of the London Borough of Camden as the extent of the

Owner's interest in the Property has increased since the completion of that agreement the Parties have agreed to enter into the Agreement

1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 provided by a Registered Social Landlord or the Council available for rent or purchase on a shared ownership basis by people who cannot afford to occupy or purchase equity in homes available in the open market |
| 2.3 | "Affordable Housing Units" | nineteen (19) residential units within the Development of which fourteen (14) units are to be Social Rented Units comprising 3 x 1 bedroom/2 person flats, 5 x 2 bedroom/4 person flats and 6 x 3 bedroom/5 person flats and five (5) are to be Shared Ownership units comprising 3 x 2-bedroom/4-person flats and 1 x 3-bedroom/5-person flats and 1 x 1-bedroom/2-person flat |
| 2.4 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |

- 2.5 "the Application" a planning application in respect of the development of the Property validated by the Council on 11 October 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/4187/P subject to conclusion of this Agreement
- 2.6 "the Commercial Element" the commercial element forming part of the Development shown shaded Yellow on Plan 2
- 2.7 "the Development" demolition of 52 Prince of Wales Road and the redevelopment of the site by the erection of a 7 storey mixed use building to accommodate D1/A1/A2/A3 or B1 units at part ground and ground floor mezzanine levels 55 residential flats comprising of 36 private and 19 affordable (1 x studio, 26 x 1-bed 17 x 2-bed and 11 x 3-bed) on ground to sixth floor levels basement parking for 18 cars and 34 cycles formation of new two way vehicular access with turning circle and pedestrian access alongside the Talacre Open Space as shown on drawing numbers: KTW4/E AO/01; A0/02; A0/03 Rev A; A0/04A; A0/05; A0/06; KTW4/E A2/01; A2/02; A2/03; A2/04; KTW4/P A1/01 Rev A; A1/02 Rev D; A1/03 Rev A; A1/04; A1/05; A1/06; A1/07; A1/08; A1/09; A1/10; KTW4/P A2/01; A2/02; A2/03 Rev A; A2/04 Rev A; KTW4/P A3/01; A3/02; KTW4/P A4/01; Design Report; EcoHomes Assessment; Acoustic Report; Planning Statement; Schedule of Documents for Planning Application; Areas Summary and Site Location Plan

- 2.8 "the Education Contribution" the sum of £68,638 (sixty eight thousand six hundred and thirty eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
- 2.9 "the Financial Contributions" the Education Contribution the Leisure Centre Contribution the Stopping Up Contribution and the Traffic Management Order Contribution
- 2.10 "the First Property" the land known as 52 Prince of Wales Road NW5 3LR the same as shown edged in red on Plan 1
- 2.11 "the Highway Contribution" the sum of £89,000.00 (eighty nine thousand pounds) to be increased subject to the terms of clause 4.3.4 to be paid by the Owner and to be applied by the Council in the event of receipt to carry out the Highway Works (such contribution does not include payment for any works to the statutory undertakers plant such costs to be borne by the Owner in the event)
- 2.12 "the Highway Works" works on the public highway that the Council considers necessary to secure the safe operation of the Development as the same are shown on Plan X appended hereto.
- 2.13 "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

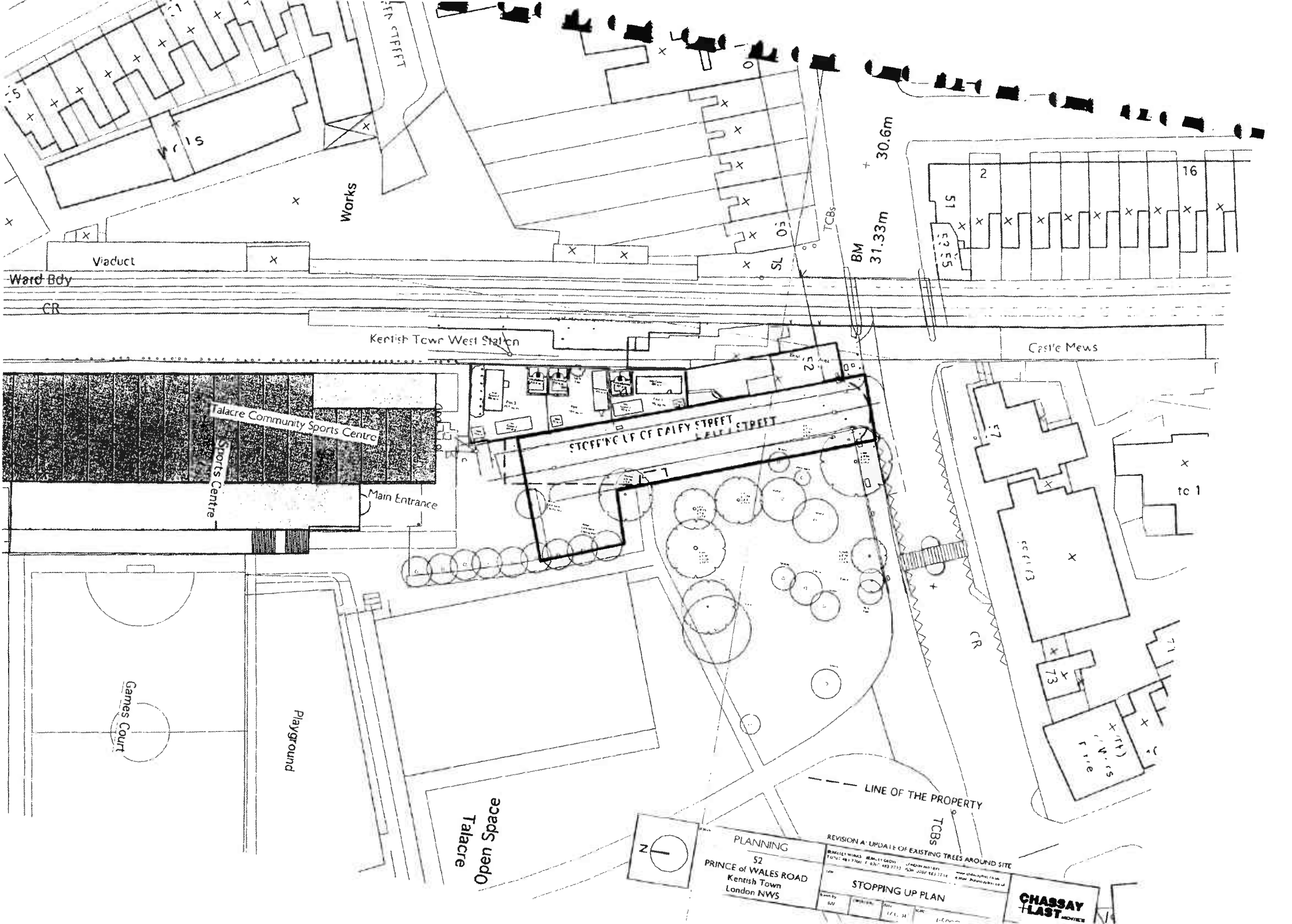
- 2.14 "Leisure Centre" the Council owned and run Talacre Sports Centre located at Talacre Park, Dalby Street, London NW5 3NH
- 2.15 "Leisure Centre Contribution" the sum of £10,000.00 (ten thousand pounds) to be paid by the Owner and to be applied by the Council in the event of receipt to carry out the improvements to the outdoor crèche area at - the Leisure Centre ("Leisure Centre Works")
- 2.16 "Occupation Date" the first date when any part of the Development is occupied (and reference to Occupy and Occupation shall be construed accordingly)
- 2.17 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden and the Owner
- 2.18 "Pedestrian Access Plan" a plan containing the details for the construction and ongoing maintenance of a new pedestrian access way on the Property in accordance with the specifications and standards to be agreed in writing by the Council acting reasonably such agreement not to be unreasonably withheld or delayed
- 2.19 "Permanent Access Plan" a plan securing the permanent access route (such route to be the subject an agreement securing a private road with public right of way ("the new Highway")) and incorporating a requirement to carry out (but not necessarily limited to) the following associated works:
- (i) the construction of raised tables at both the junction of the new Highway with the

Development carpark entrance and also at the junction of the new Highway with the Leisure Centre vehicle access road;

- (ii) the construction of a new dual lane highway using tarmac surfacing and standard granite kerb edging or such other materials as shall be agreed between the parties;
- (iii) the construction of a turning circle to the Leisure Centre off the new Highway which is to be paved in a contrasting colour to that of the car-parking/footway and Leisure Centre forecourt paving all of which is to be at the same level for ease of access
- (iv) provision of 3 disabled car parking bays adjacent to the Leisure Centre;

all such works to be built to a standard and in accordance with such specifications as agreed by the Council acting reasonably in writing such agreement not to be unreasonably withheld or delayed

- 2.20 "Plan 1" the plan marked "Plan 1" annexed hereto
- 2.21 "Plan 2" the plan marked "Plan 2" annexed hereto
- 2.22 "Plan 3" the plan marked "Plan 3" annexed hereto



Kentish Town West Station

Castle Mews

Talacre Community Sports Centre

Sports Centre

Main Entrance

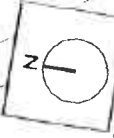
STOPPING UP OF DAILY STREET

Games Court

Playground

Open Space
Talacre

LINE OF THE PROPERTY



PLANNING
S2
PRINCE OF WALES ROAD
Kentish Town
London NW5

REVISION A: UPDATE OF EXISTING TREES AROUND SITE
DRAWN BY: [Name] CHECKED BY: [Name]
DATE: [Date] SCALE: 1:500

STOPPING UP PLAN

CHASSAY
LAST



W

Kentish Town West Station

SL

Permanent Access

NEW EMU WAY ACCESS ROAD

London Community Sports Centre

6m

Permanent Access

Pyram Cabanyana Chanticleer

Pyram Cabanyana Chanticleer

Note:
1. Permanent Access Construction to bitumen standard



PLANNING
52
PRINCE OF WALES ROAD
Kentish Town
London NWS

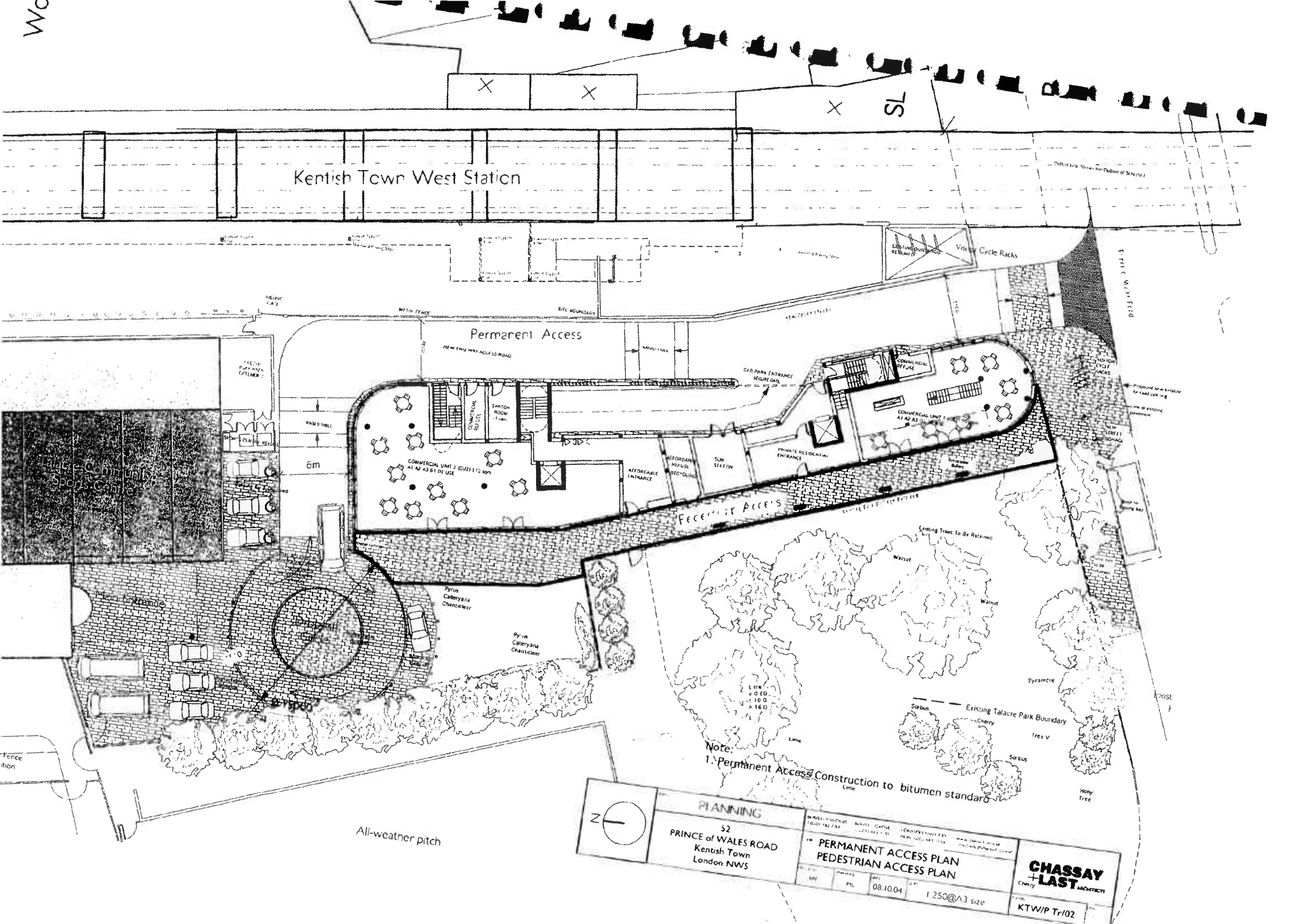
PERMANENT ACCESS PLAN
PEDESTRIAN ACCESS PLAN

DATE: 08.10.04
SCALE: 1:250 @ A3 size

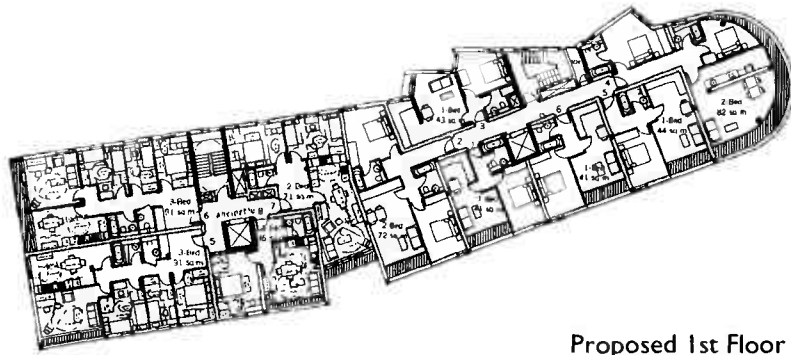
**CHASSAY
LAST**
ARCHITECTS

KTWIP Tr/02

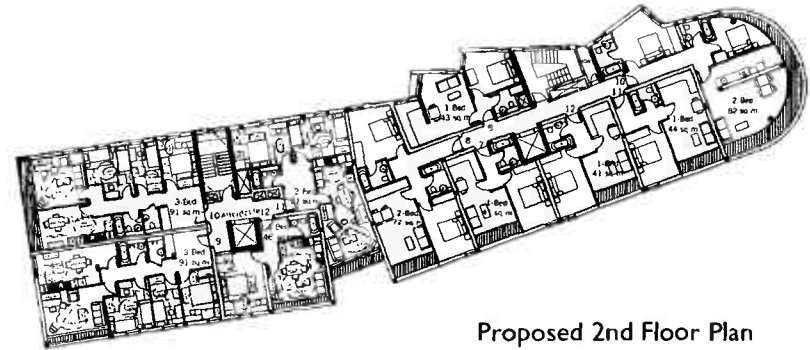
All-weather pitch



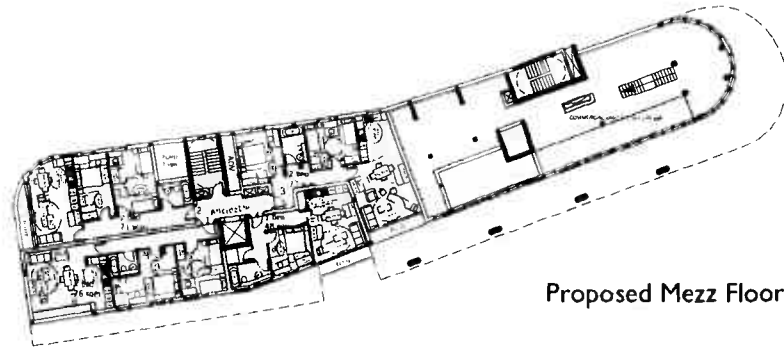




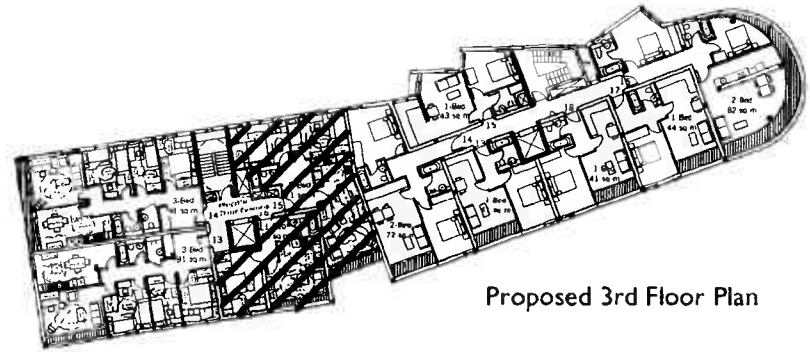
Proposed 1st Floor Plan



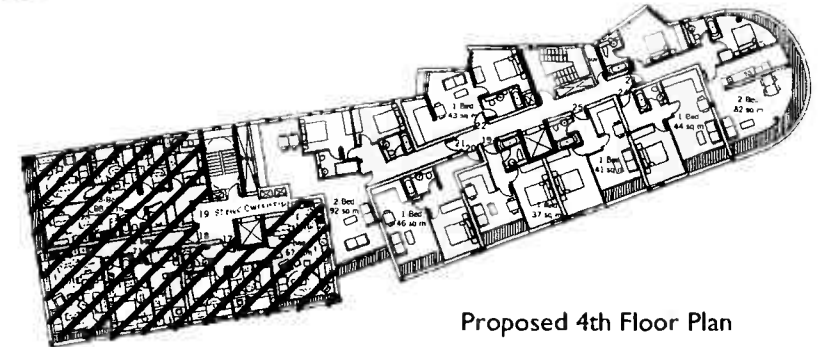
Proposed 2nd Floor Plan



Proposed Mezz Floor Plan



Proposed 3rd Floor Plan



Proposed 4th Floor Plan

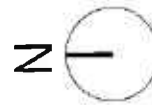
Affordable



Social Rented

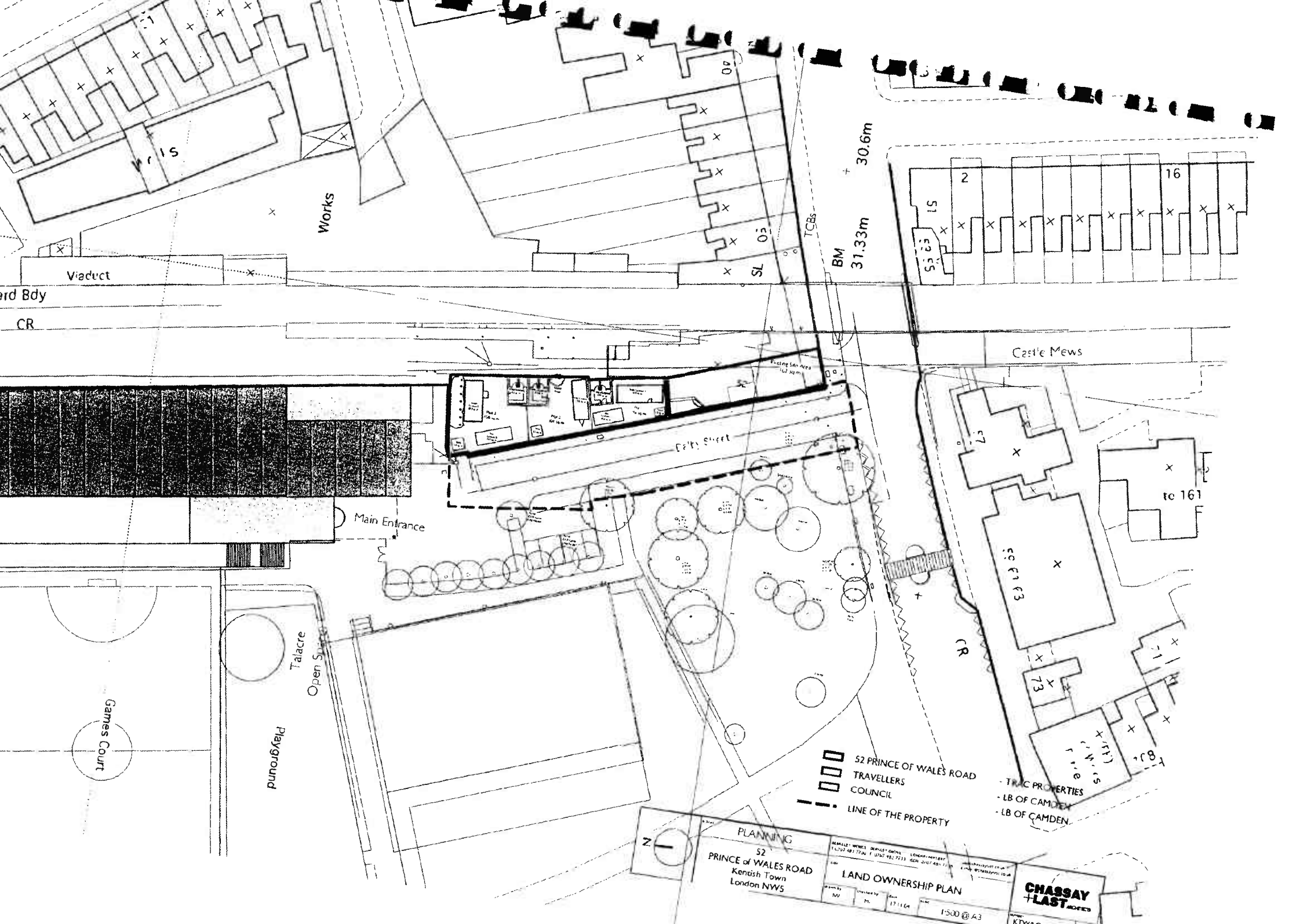


Shared Ownership



Status PLANNING		BERKELEY WORKS BERKELEY GROVE LONDON NW1 8XY www.chassaylast.co.uk T 0207 483 7700 F 0207 483 7733 ISDN 0207 483 7734 e-mail info@chassaylast.co.uk		CHASSAY LAST <small>ARCHITECTS</small>	
52 PRINCE of WALES Road Kentish Town London NW5		title PROPOSED AFFORDABLE FLOOR PLANS			
Drawn by SC	checked by ML	date 06.01.06	scale 1:400@A3/1 200@A1	number KTW4/P A1/11	rev





Works

Viaduct

rd Bdy

CR

Main Entrance

Talacre

Open Space

Playground

Games Court

Castle Mews

Park Street

BM
31.33m
30.6m

- ▣ 52 PRINCE OF WALES ROAD TRAVELLERS COUNCIL
- ▤ TRAC PROPERTIES
- ▥ LB OF CAMDEN
- ▧ LB OF CAMDEN
- ▨ LINE OF THE PROPERTY

PLANNING

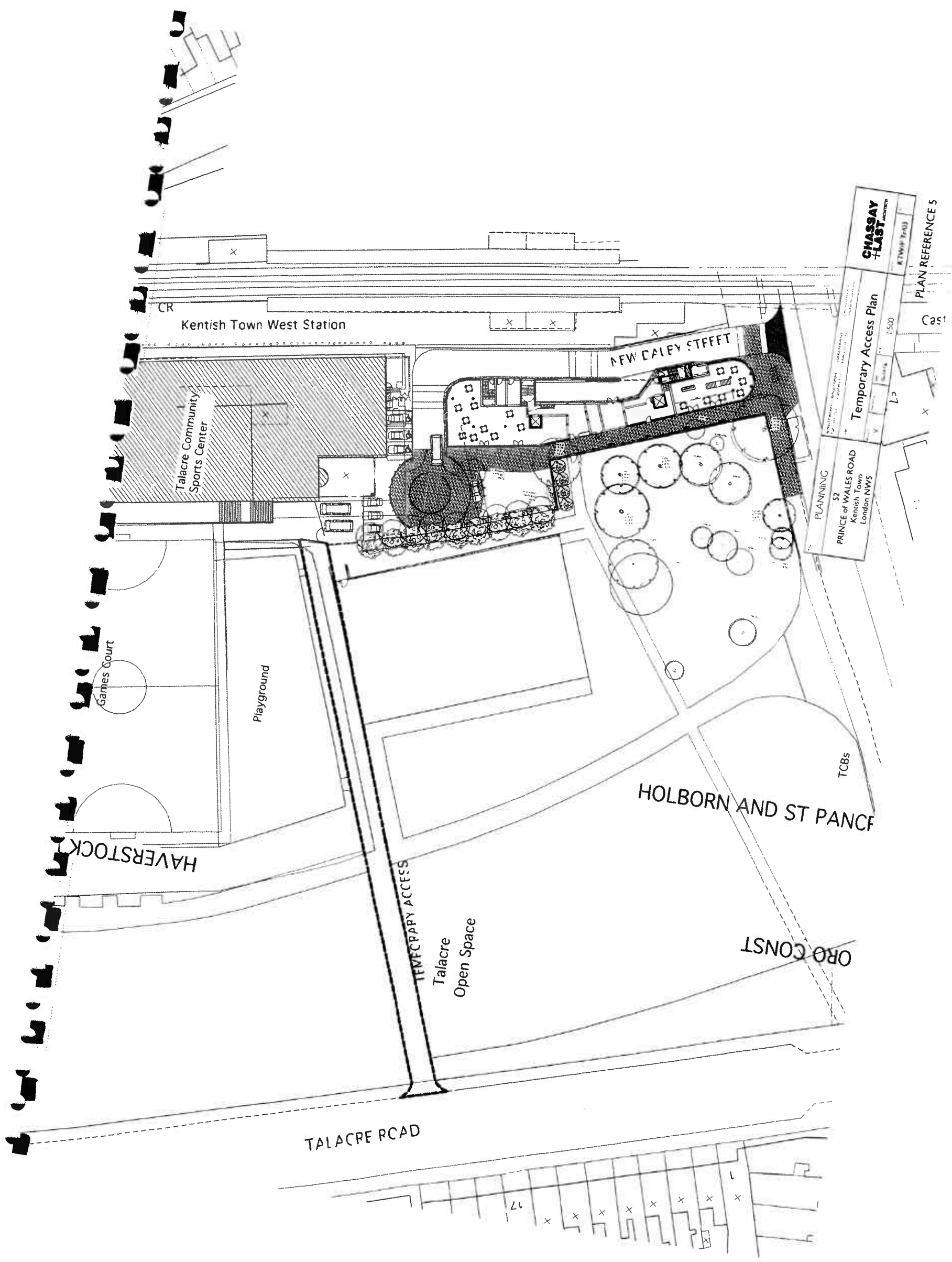
52 PRINCE OF WALES ROAD
Kensington
London NWS

LAND OWNERSHIP PLAN

1:500 @ A3

CHASSAY + LAST





Kentish Town West Station

Talacre Community Sports Center

Games Court

Playground

NEW DALBY STREET

HAVERSTOCK LANE

TEMPERARY ACCESS

Talacre Open Space

HOLBORN AND ST PANCE

ORO CONST

TALACRE ROAD

PLANNING
S2
PRINCE OF WALES ROAD
Kentish Town
London NW5

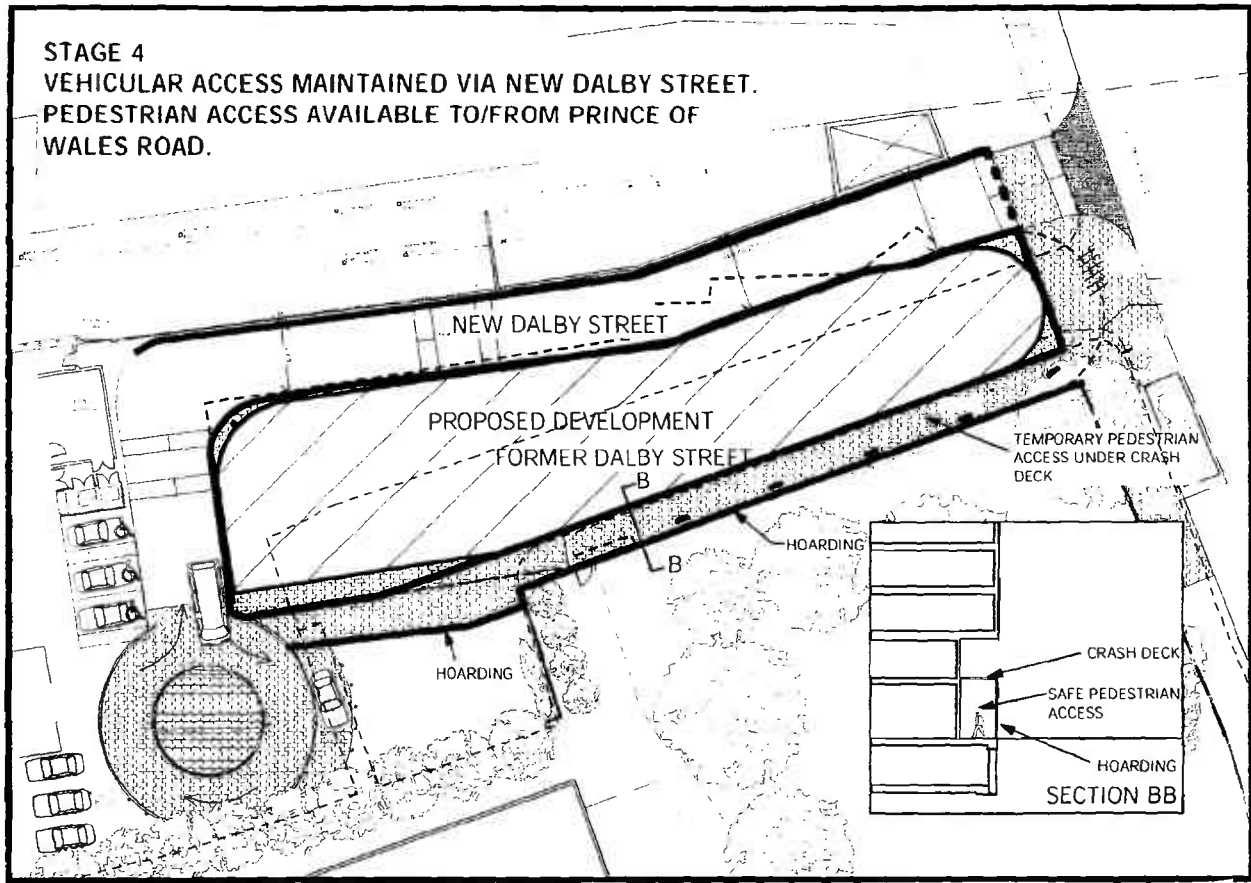
CHASSAY + LAST ARCHITECTS
RTWP (T=0)

Temporary Access Plan

1:500

PLAN REFERENCE 5





PLAN X



- 2.23 "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
- 2.24 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.25 "Private Residential Units" the 36 private residential units in the Development (comprising 1 x studio 22 x 1-bedroom units 9 x 2-bedroom units and 4 x 3-bedroom units) not designated as Affordable Housing Units.
- 2.26 "the Property" the land known as the First Property and the Travellers Site and Dalby Street, London NW5 3LR the same as shown by a broken black line on Plan 1
- 2.27 "Registered Social Landlord" means a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure the Affordable Housing Units created as part of the Development as accommodation for people nominated by the Council through its social rented and shared ownership housing allocation schemes
- 2.28 "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

2.29 "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

2.30 "Service Management Plan"

a plan for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle refuse vehicle and car conflicts and damage to amenity from such servicing and deliveries and shall include inter alia the following:

- (a) specify how the Leisure Centre and the commercial units forming part of the Development shall be serviced
- (b) the hours that refuse will be collected from the Development
- (c) measures that will be put in place to manage the turning circle to prevent congestion
- (d) measures to avoid a number of delivery vehicles arriving at the same time
- (e) a feasibility assessment for the provision of a loading bay on Prince of Wales Road of sufficient size to accommodate refuse vehicles such details to include all associated highway works and the potential re-siting of pedestrian crossings if necessary

2.31 "Shared Ownership Units"

the 5 Affordable Housing Units within the Development other than those classified as Social Rented Units that are to be available on a shared ownership basis and are to be managed by a Registered Social Landlord who has entered into a nominations agreement in respect of the Development with the Council and shown coloured orange and hatched red on Plan 3

2.32 "Social Rented Units"

the 14 Affordable Housing Units shown as identified in the Planning Permission available for rent and to be managed by a Registered Social Landlord who has entered into a nominations agreement in respect of the Social Rented Units with the Council and shown coloured orange on Plan 3

2.33 "Stopping Up Contribution"

an amount of £15,000.00 (fifteen thousand pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt in carrying out the Stopping Up Measures (such contribution does not include payment for any works to the statutory undertakers plant such costs to be borne by the Owner in the event)

2.34 "Stopping Up Measures"

means all procedures consultation and associated implementation works to secure (subject to compliance with all legal requirements) the stopping up of the public highway at Dalby Street, London NW5 3NH in accordance with the scheme or another scheme to be agreed by the Council acting reasonably such agreement not to be unreasonably withheld or delayed

- 2.35 "Talacre Open Space" means that part of Talacre Park abutting the Property
- 2.36 "Temporary Access Plan" a plan securing vehicular and pedestrian access to the Leisure Centre from the public highway and constructing and safeguarding access arrangements for the benefit of the Council's neighbouring Leisure Centre during the carrying out of the Development as agreed in writing between the Owner and the Council the Owner to bear the reasonable and proper costs of maintaining the Temporary Access always provided the Temporary Access Plan may be varied from time to time with the prior written approval of the Council such approval not to be unreasonably withheld or delayed until such time as the permanent access route (as referred to in the definition of the Permanent Access Plan) is completed
- 2.37 "Traffic Management Orders" traffic management orders that the Council considers reasonably necessary in relation to the new Highway as a consequence of the Development
- 2.38 "Traffic Management Order Contribution" an amount of £3,000.00 (three thousand pounds) to be paid by the Owner and applied by the Council in the event of receipt to provide the Traffic Management Orders
- 2.39 "Travellers Site" the land to the rear of 52 Prince of Wales Road NW5 as the same is shown edged blue on Plan 1

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 includes 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 come into effect on the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:

4.1 CAR CAPPED

4.1.1 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.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 THE FINANCIAL CONTRIBUTIONS

4.2.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions.

4.2.3 In the event that the Owner pays to the Council the Leisure Centre Contribution the Council shall undertake and complete the Leisure Centre Works as soon as is reasonably practicable following the date of practical completion of the Development.

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to pay to the Council the Highway Contribution.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Highway Contribution.

4.3.3 Upon receipt of the Highway Contribution the Council will as soon as reasonably practicable carry out and complete the Highway works and 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.

4.3.4 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.

4.4 CONTRIBUTIONS SUBJECT TO INDEXATION

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

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

4.4.2 All costs and expenses payable to or by 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.

4.5 AFFORDABLE HOUSING

4.5.1 At their own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Registered Social Landlord or the Council (both parties acting reasonably such approval not to be unreasonably withheld or delayed) suitable for occupation as Affordable Housing

and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Registered Social Landlord or the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.

4.5.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure.

4.5.3 Not to occupy or allow occupation of any more than 7 (seven) of the private residential units forming part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.5.1 hereof.

4.5.4 To ensure that the Affordable Housing Units comprising 14 Social Rented Units and 5 Shared Ownership Units are constructed, occupied and used solely as Affordable Housing of the tenure to which they are allocated under this Agreement pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan for the time being save in respect of any of the 5 Shared Ownership Units that have staircased up to 100 per cent equity.

4.5.5 Subject always to clause 6.11 the Registered Social Landlord shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or

company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

4.6 PERMANENT ACCESS ARRANGEMENTS TO NEIGHBOURING COUNCIL LEISURE CENTRE AND CREATION OF THE NEW HIGHWAY

4.6.1 Not to Implement or permit Implementation until such time as Council has approved the Permanent Access Plan in writing, such approval not to be unreasonably withheld or delayed.

4.6.2 Not to Occupy or permit Occupation of more than 7 (seven) of the private residential units forming part of the Development until the Council has issued written notice confirming that the following has been carried out to the Council's reasonable satisfaction such notice not to be unreasonably withheld or delayed :-

4.6.2.1 The physical measures identified in the Permanent Access Plan as approved; and

4.6.2.2 An agreement in writing for the use of the new Highway identified under the Permanent Access Plan as being necessary for the access to the Leisure Centre which is enforceable by the Council securing permanent public rights of way if required the Council acting reasonably and without delay.

4.7 TEMPORARY ACCESS ARRANGEMENTS TO NEIGHBOURING COUNCIL LEISURE CENTRE

4.7.1 Not to Implement or permit Implementation until such time as Council has approved the Temporary Access Plan in writing, such approval not to be unreasonably withheld or delayed

4.7.2 At all times during the carrying out of the construction of the Development to comply with the Temporary Access Plan as approved at all times and in the event of any breach with the terms of the Temporary Access Plan as approved to ensure that such breach is remedied forthwith and in the event of such breach not being remedied forthwith to cease all works incorporated in the Development until such time as the breach is remedied.

4.8 PEDESTRIAN ACCESS TO THE PROPERTY

- 4.8.1 Not to Implement the Development or permit implementation until such time as the Council has approved the Pedestrian Access Plan, such approval not to be unreasonably withheld or delayed.
- 4.8.2 Not to occupy or permit occupation of more than 7 (seven) of the private residential units forming part of the Development until the Council has issued written notice confirming that the physical measures identified in the Pedestrian Access Plan as approved have been carried out to the Council's reasonable satisfaction, such notice and approval not to be unreasonably withheld or delayed.

4.9 SERVICE MANAGEMENT PLAN

- 4.9.1 On or prior to Implementation to submit to the Council for written approval the Service Management Plan.
- 4.9.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Service Management Plan in writing such approval not to be unreasonably withheld or delayed.
- 4.9.3 In the event the Service Management Plan is approved by the Council not to Occupy or permit Occupation until such time as the Owner (if required) has entered into a Section 278 Agreement under the Highways Act 1980 securing an agreement by the Owner to pay to the Council the cost of carrying out highway works associated with the Service Management Plan AND FOR THE AVOIDANCE OF DOUBT such works detailed in this sub-Clause will be the subject of public consultation and may be amended accordingly as a result.
- 4.9.4 To comply at all times with the Service Management Plan as approved by the Council from time to time and not to Occupy or permit Occupation of the Commercial Element of the Development otherwise than in strict accordance with the Service Management Plan and in the event of any material breach of the Service Management Plan to remedy such breach forthwith and in the event of non-

compliance with this sub clause the Owner shall forthwith take any steps reasonably required by the Council to remedy such non compliance

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 Within 7 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 2005/4187/P the date upon which the residential units forming the Development are ready for occupation.

5.2 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.

5.3 The Owner and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable 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 reasonable expenses incurred or liability arising to the Council in respect of any material 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 Where the approval or consent of the Council is required under the terms of this Agreement the Council shall not unreasonably withhold or delay any such approval or consent

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 certification 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2005/4187/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 hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register of the title to the First 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 First Property and further that the Owner will within 28 days of being registered as Owner of the Property (comprising all of its parts including those currently owned by the Council) apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register of the title/s 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/s to the Property
- 6.4 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.

- 6.5 Neither the Owner nor its successors in title nor any person deriving title from the Owner 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 or any part thereof but without prejudice to liability for any material breach committed prior to the time it disposed of its interest.
- 6.6 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.
- 6.7 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.
- 6.8 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clause 4.5 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession or their successors in title PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee or their successors in title exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing

Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.

- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units at full market value.

- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units at full market value within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver or their successors in title take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver or their successors in title who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed and any successors in title thereto shall not be bound by the restrictions contained in Sub Clause 4.5 hereof.

6.10 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or who has acquired an interest in any one of the Shared Ownership Units and staircases up to 100 per cent shall be released from the obligations of Sub Clause 4.5 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that from the monies received by the relevant Registered Social Landlord in respect of the sale to such tenant, a

sum equivalent to the grant received by the relevant Registered Social Landlord in respect of the relevant Affordable Housing Unit shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden or the Members of the North London Sub Regional Group being the London Boroughs of Camden, Westminster, Islington, Haringey, Barnet and Enfield in accordance with the Housing Corporation's guidance on Recycled Capital Receipts or any subsequent guidance.

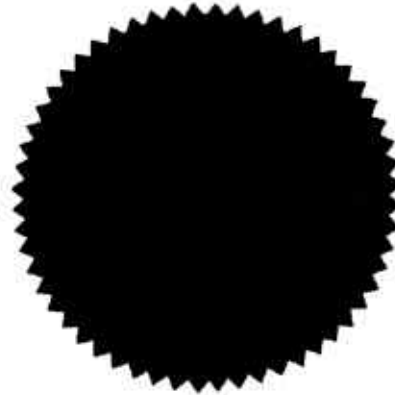
7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

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



.....
Authorised Signatory



EXECUTED AS A DEED BY)
CORNWALL OVERSEAS)
DEVELOPMENTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

..... *by 201*

Director



.....
Director/Secretary

Malcolm Last
Chassay Last Architects
Berkley Works
Berkley Grove
London
NW1 8XYApplication Ref: 2005/4187/P
Please ask for: **Stephen Lim**
Telephone: 020 7974 2077

10 January 2005

Dear Sir/Madam

DECISIONTown and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988**Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:

**52 Prince Of Wales Road
Travellers Site to rear (part) Dalby Street,
(part) Wilkin Street Mews
London
NW5 3LR**

Proposal:

Demolition of 52 Prince of Wales Road and the redevelopment of the site by the erection of a 7 storey mixed use building to accommodate Class D1/A1/A2/A3 or B1 units at part ground and ground floor mezzanine levels, 55 residential flats comprising of 36 private and 19 affordable (1xstudio, 26x1 bed, 17x2 bed and 11x3 bed) on ground to sixth floor levels, basement parking for 18 cars and 34 cycles, formation of new two way vehicular access with turning circle, pedestrian access alongside the Talacre Open Space.

Drawing Nos: Schedule of Documents for Planning Application; Planning Statement; Areas Summary; Site Location Plan; Design Report; EcoHomes Assessment; Acoustic Report; KTW4/E AO/01; A0/02; A0/03 Rev A; A0/04A; A0/05; A0/06; KTW4/E A2/01; A2/02; A2/03; A2/04; KTW4/P A1/01 Rev A; A1/02 Rev D; A1/03 Rev A; A1/04; A1/05; A1/06; A1/07; A1/08; A1/09; A1/10; KTW4/P A2/01; A2/02; A2/03 Rev A; A2/04 Rev A; KTW4/P A3/01; A3/02; KTW4/P A4/01;



The Council has considered your application and decided to grant permission subject to the following condition(s):

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 part of the building shall be occupied until the entire development, (including the new access road) has been completed and available for occupation OR, in accordance with a phasing plan, to be submitted and approved by the Council in writing.

Reason: In accordance with the requirements of policy TR19 (road safety), TR20 (traffic management) and TR21 (pedestrians) of the London Borough of Camden Unitary Development Plan, adopted 2000.

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

- a) Samples of all facing materials
- b) Typical details of all doors, windows and window openings (including surrounds), and balconies at 1:20 scale;
- c) Gates/boundary treatments, ballustrading, railings at 1:20 scale.

Reason: To safeguard the appearance of the premises and the character of the surrounding area, in accordance with the requirements of policies EN1, EN13 and EN31 of the London Borough of Camden Unitary Development Plan 2000.

- 4 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.]

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000.

- 5 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 following completion of the development or any phase of the development] [, prior to the occupation for the permitted use 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 ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies EN15 of the London Borough of Camden Unitary Development Plan 2000.

- 6 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 for a period of at least 5 years following the completion of the development hereby approved, or such longer period as may be required under Sections 198 and 211 of the Town and Country Planning Act 1990. [In particular, details shall be submitted to the Council before works commence on site to demonstrate how the (specify tree/location) shall be protected during construction work: such details shall for instance include measures to protect the tree trunk, to prevent additional soil compaction around the root zone, and to reduce damage to the lower branches including any proposals for crown uplifting.]

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 policies EN61 of the London Borough of Camden Unitary Development Plan 2000.

- 7 No persons/customers shall be on the ground floor commercial premises in connection with their use between 23.00 hours and 07.00 hours the following day and no sound emanating from these premises shall be audible within any adjoining premises at between these hours.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2 and SH18 of the London Borough of Camden Unitary Development Plan 2000.

- 8 At 1 metre outside the windows of any neighbouring habitable room the level of noise from all plant and machinery shall be at all times at least 5 decibels below the existing background noise levels, expressed in dB(A) at such locations. Where the noise from the plant and machinery is tonal in character the differences in these levels shall be at least 10 dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies RE2, EN5, EN6 and DS6 of the London Borough of Camden Unitary Development Plan 2000.

- 9 The ground floor A3 use hereby permitted shall not begin until full details of the scheme for the ventilation of and the extraction of fumes from the premises to an adequate outlet level, including details of sound attenuation for any necessary plant have been submitted to and approved by the Council and the development shall not be carried out otherwise than in accordance with any approval given.

Reason: To safeguard the amenities of the adjoining occupiers and the area generally in accordance with the requirements of policies RE2, EN5, EN6, DS6 and SH18 if A3 use of the London Borough of Camden Unitary Development Plan 2000.

- 10 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets, which would be contrary to policies RE2 and TR17 of the London Borough of Camden Unitary Development Plan 2000.

- 11 No development shall take place until:
- a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and
 - b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000.

- 12 Access must be provided on a road of Granite Setts or Bitumen Bound Material for vehicles and pedestrians needing to access Talacre Sports Centre at all times.

Reason: To ensure that the Sports Centre is able to carry out its business at all times, in accordance with the requirements of policies TR19 (road safety), TR20 (traffic management), TR21 (pedestrians) and TR23 (facilities and amenities) of the London Borough of Camden Unitary Development Plan 2000.

- 13 The replacement disabled car parking spaces in association with the Sports Centre use provided alongside the new access road shall be permanently designated as such.

Reason: To ensure that there is no net loss of car parking spaces, in accordance with the requirements of policy TR12 (private non residential parking) of the London Borough of Camden Unitary Development Plan 2000.

- 14 A plan showing the replacement cycle parking spaces for the sports centre shall be submitted to and approved by the Council before work on site commences.

Reason: To ensure that there is no net loss of cycle parking spaces in accordance with the requirements policy TR22 (cycling) of the London Borough of Camden Unitary Development Plan 2000.

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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division, Camden Town Hall, Argyle Street, WC1H (Tel. No. 020 7974 4444) 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 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914.
- 4 The Council supports schemes for the recycling of bottles and cans and encourages all hotels, restaurants, wine bars and public houses to do so as well. Further information can be obtained by telephoning the Council's Street environment Service (Recycling) on 020 7974 1553.
- 5 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain licences for any part of the structure which overhangs the public highway (including footway). Licences may be obtained from the Council's Highways Section, Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7278 4444).
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Service, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 8 Reasons for granting permission.

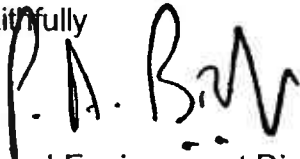
The proposed development is in general accordance with the policy requirements

of the adopted London Borough of Camden Unitary Development Plan 2000, with particular regard to policies RE5 (mixed use development), EN13 (design), TR4 (cumulative impact of proposals), HG8 (increasing amount of residential accommodation) and SH18 (food and drink). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 9 You are advised that condition 7 means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Culture and Environment Directorate
(Duly authorised by the Council to sign this document)