

DATED

12<sup>th</sup> July

2010

**(1) GEMCROFT LIMITED**

-and-

**(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

-and-

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

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**DEED OF VARIATION**

Relating to the Agreement dated 17 March 2008  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Gemcroft Limited, and  
The Governor and Company of the Bank of Ireland  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as

**251-259 (ODD NUMBERS) CAMDEN HIGH STREET, LONDON NW1 7BU**

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

Tel: 020 7974 2463  
Fax: 020 7974 2962

CLS/COM/CJ/1685.363

THIS AGREEMENT is made on the 12<sup>th</sup> day of July 2010

**BETWEEN**

1. **GEMCROFT LIMITED** (Co. Regn. No. 04121509) whose registered office is at 29 Alexander Grove, North Finchley, London N12 8NU (hereinafter called "the Owner") of the first part
2. **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** (incorporated in the Republic of Ireland) of 36 Queen Street, London EC4R 1HJ (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, Owner and Mortgagee entered into an Agreement dated 17 March 2008 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL66424 subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 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.
- 1.5 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 29 May 2009 for which the Council resolved to grant permission conditionally under reference 2009/2515/P subject to the conclusion of this Agreement.

1.6 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.

1.7 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

## 2. INTERPRETATION

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

2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Agreement" this Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 17 March 2008 made between the Council, the Owner and the Mortgagee

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 17 March 2008 referenced 2007/3838/P allowing the erection of a first floor level steel walkway with balustrade to the rear of Nos. 253-259 to facilitate access to 4 self-contained flats at first and second floor levels, plus installation of windows and doors to the

rear elevation. as shown on drawing numbers  
Site Location Plan; 3568\_01/A; and 02/A

- 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 EXISTING AGREEMENT**

- 3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

3.1.1 "Development"

Amendments to planning permission 2007/3838/P dated 17th March 2007 for the "erection of a first floor level steel walkway with balustrade to the rear of Nos. 253-259 to facilitate access to 4 self-contained flats at first and second floor levels, plus installation of windows and doors to the rear elevation", to include an additional walkway at second floor level and the internal reconfiguration of the self-contained flats as shown on drawing numbers Site Location Plan; 3568\_09; 3568\_10; Design & Access Statement

3.1.2 "Planning Permission" the planning permission under reference number 2009/2515/P to be issued by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 29 May 2009 by the Owner and given reference number 2009/2515/P

3.2 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

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

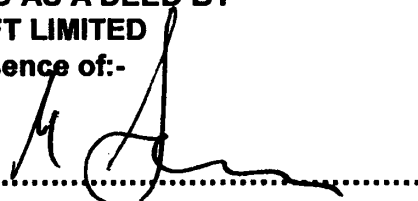
4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

**5. REGISTRATION AS LOCAL LAND CHARGE**

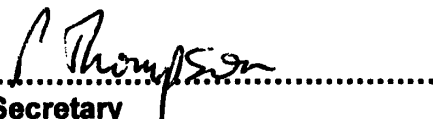
5.1 This Agreement shall be registered as a Local Land Charge

**IN WITNESS WHEREOF** the Council and the Owner has caused their respective Common Seals to be affixed and the Mortgagee has caused this Agreement to be executed as a Deed the day and year first above written.

EXECUTED AS A DEED BY )  
GEMCROFT LIMITED )  
in the presence of:- )



.....  
**Director**



.....  
**Director/Secretary**

THE COMMON SEAL OF THE GOVERNOR )  
AND COMPANY OF THE BANK OF IRELAND )  
was hereunto affixed by Order:- )

482/2012

*J. P. Kelly 6062*

.....  
Authorised Signatory

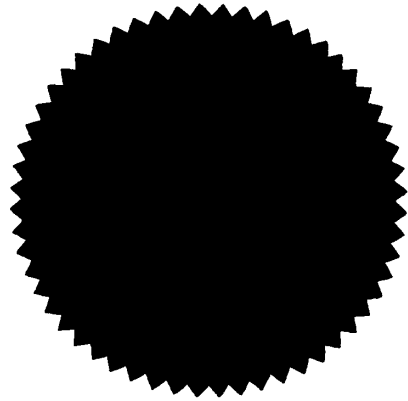
*J. P. Kelly 6061*

.....  
Authorised Signatory

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

*J. P. Kelly*

.....  
Duly Authorised Officer



Stuart Henley & Partners  
Chartered Building Surveyors  
18 Friern Park  
LONDON  
N12 9DA

Application Ref: **2009/2515/P**  
Please ask for: **Max Smith**  
Telephone: 020 7974 5114

Dear Sir/Madam

**DRAFT** 2009  
**DECISION**

Town 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**

Address:  
251-259 Camden High Street  
London  
NW1 7BU

**DECISION**

**Proposal:**

Amendments to planning permission 2007/3838/P dated 17th March 2007 for the "erection of a first floor level steel walkway with balustrade to the rear of Nos. 253-259 to facilitate access to 4 self-contained flats at first and second floor levels, plus installation of windows and doors to the rear elevation", to include an additional walkway at second floor level and the internal reconfiguration of the self-contained flats.

Drawing Nos: Site Location Plan; 3568\_09; 3568\_10; Design & Access Statement

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

**Conditions and Reasons:**

**Informative(s):**

- 1 You are advised that policy H7 of the Replacement Unitary Development Plan

2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area, or on the street at our usual collection times. For further information please contact the Council's Argyle Street Environment Service (Rubbish Collection) on 020 994 0414 or by email [cycling@camden.gov.uk](mailto:cycling@camden.gov.uk) or on the website [www.camden.gov.uk](http://www.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, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ
- 5 Reasons for granting permission.

The proposed development is in accordance with the policy requirements of the London Borough of Camden Replacement Urban Development Plan 2006, with particular regard to policies..... For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

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)



DATED

12<sup>th</sup> July

2010

**(1) GEMCROFT LIMITED**

-and-

**(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

-and-

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

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**DEED OF VARIATION**

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