

DATED

30 March

2015

(1) D G PROPERTY CONSULTANTS

-and-

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 02nd November 2009
Between the Mayor and the Burgesses of the
London Borough of Camden,
and D G Property Consultants under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
GRANBY HOUSE, GRANBY TERRACE, LONDON NW1 3SA

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

Tel: 020 7974 5680
Fax: 020 7974 1920



THIS AGREEMENT is made on the 30 day of March 2015

BETWEEN

1. **D G PROPERTY CONSULTANTS** (an unlimited company) (Co. Regn. No. 2102039) of 10 Park Village East London NW1 7PX (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 Council and the Owner entered into an Agreement dated 2nd November 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Network Rail is the unregistered freehold proprietor of the Property.
- 1.3 Owner is the leasehold owner of the Property and is interested in the Property for the purposes of Section 106 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 to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 20 October 2014 for which the Council resolved to grant permission conditionally under reference 2014/6638/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 Second Deed of Variation |
| 2.3.2 | “Existing Agreement” | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 23 rd February 2009 (2007/0291/P) made between the Council and D G Property Consultants |
| 2.3.3 | “the Original Planning Permission” | amendments to the elevations and plans of the approved scheme ref: 2007/0291/P and the approved scheme ref: 2007/0291/P for demolition of existing building and erection of a four storey building with offices (Class B1) at ground floor level and 5 self-contained flats above (Class C3) as shown on plans J06/28/P-301; J06/28/P-300; J06/28/P-100; J06/28/P-101; J06/28/P-200; J06/28/P-201; J06/28/P-403; J06/28/P-402 |
- 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 shall include its 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" variation of condition 1 (approved drawings) of non-material amendment 2014/4520/P to planning permission 2008/4883/P dated 02/11/09, namely to alter windows to south and west elevations, extend balconies to north east elevation, new entrance at ground floor level to the north east elevation, install new column to ground floor entrance and alterations to internal layout as shown on drawing numbers: Superseded Drawings: J06 28 200D, J06 28 P 403, J06 28 P 300D and J06 28 P 100D Revised Drawings: 580P100, 580P200, 580P300 and 580P400

3.1.2 "Planning Permission" the planning permission under reference number 2014/6638/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 submitted on 20th October 2014 by the Owner and given reference number 2014/6638/P

3.2 After the words "2007/0291/P" in clause 5.2 of the Existing Agreement the words "or 2014/6638/P (as the case may be)" shall be inserted.

3.3 After the words "2007/0291/P" in clause 5.6 of the Existing Agreement the words "or 2014/6638/P (as the case may be)" shall be inserted.

3.4 After the words "2007/0291/P" in clause 6.1 of the Existing Agreement the words "or 2014/6638/P (as the case may be)" shall be inserted.

3.5 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 has caused its respective common seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

EXECUTED AS A DEED BY)
DG PROPERTY CONSULTANTS)
acting by Director and its Secretary)
or by two Directors


.....
Director


.....
Director/Secretary

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

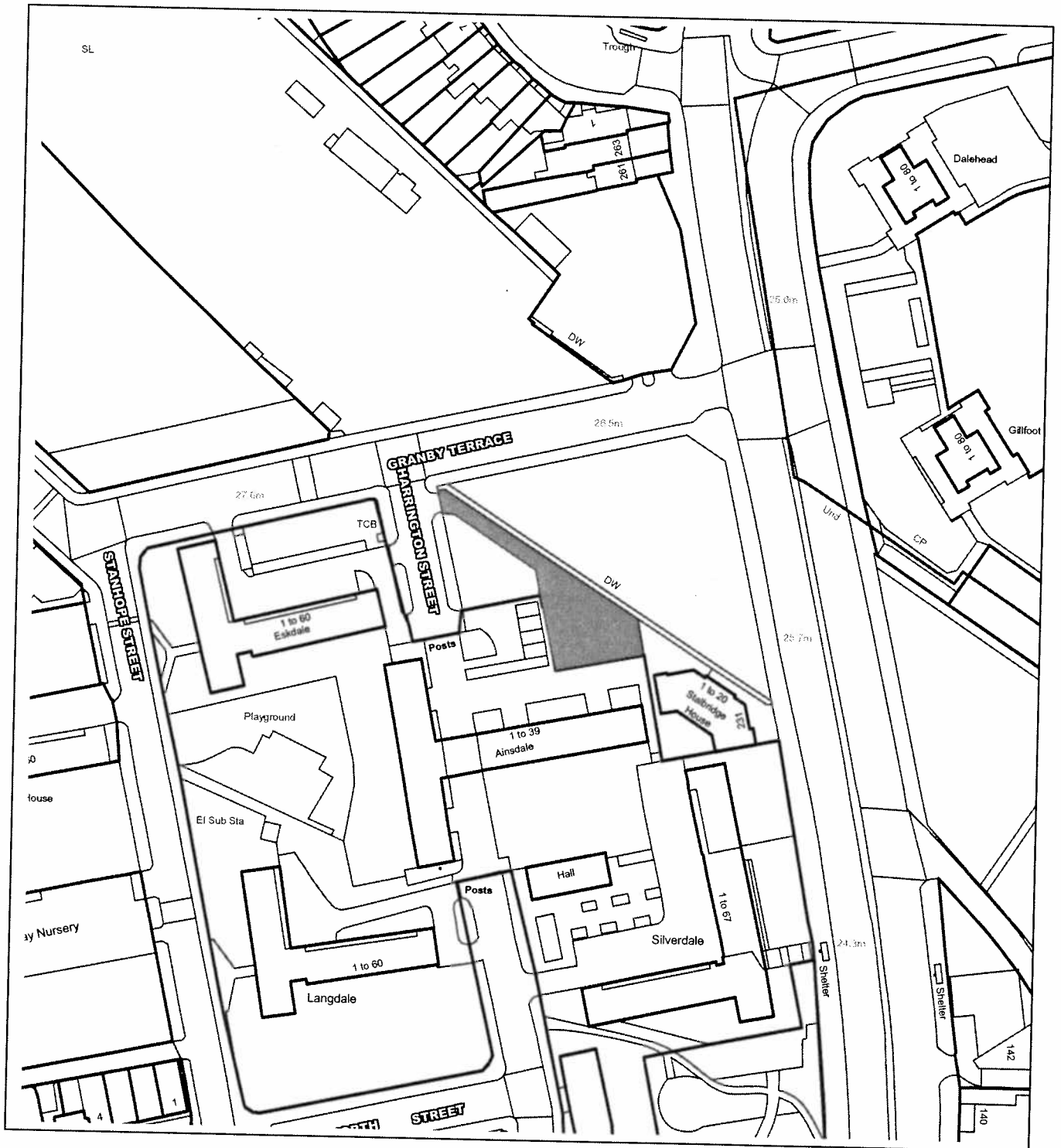


R. Alexander

.....
Authorised Signatory



GRANBY BOUSE GRANDY TERRACE LONODN NW1 3SA



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www.camden.gov.uk/planning

Application Ref: **2014/6638/P**

10 March 2015

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:
**Granby House
Granby Terrace
London
NW1 3SA**

Proposal:

DECISION
Variation of condition 1 (approved drawings) of non-material amendment 2014/4520/P to planning permission 2008/4883/P dated 02/11/09, namely to alter windows to south and west elevations, extend balconies to north east elevation, new entrance at ground floor level to the north east elevation, install new column to ground floor entrance and alterations to internal layout.

Drawing Nos: Superseded Drawings: J06 28 200D, J06 28 P 403, J06 28 P 300D and J06 28 P 100D

Revised Drawings: 580P100, 580P200, 580P300 and 580P400.

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 For the purposes of this decision condition 1 of application 2014/4520/P granted on 05 September 2014 shall be replaced with the following condition:

1. The development hereby permitted shall be carried out in accordance with the following approved plans: J06/28/P-301; J06/28/P-101; J06/28/P-201; J06/28/P-402; 580P100; 580P200; 580P300 and 580P400.

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

Informative(s):

- 1 Reasons for granting permission.

The proposed amendments to the approved scheme include altering the size and material of windows, increasing the width of balconies to the north east elevation at first and second floor levels, installing new entrances for the office accommodation within the north east elevation, introducing a new column to the ground floor entrance and amend the internal layout. The site is not located within a conservation area. The proposed changes are considered to be in the spirit of the original proposal and are acceptable amendments which would not alter the overall form and scale of the development as approved.

The increase to the balconies on the north east elevation would not increase opportunities to overlook neighbouring residents as the north east elevation face onto the railway line, not any nearby neighbouring residents. The amendments to the window openings on the south and west elevations would not result in any increase in window opening, as such there would not be an increased overlooking to neighbouring residents to the south and west.

Neighbouring occupiers were consulted on the application. No objections have been received. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed details are in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4 and 7.6 of the London Plan 2011; and paragraphs 14, 17, 56 -66 and 126-141 of the National Planning Policy Framework.

- 2 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions as attached to the original planning permission Ref:

2007/0291/P.

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

30 March

2015

(1) D G PROPERTY CONSULTANTS

-and-

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 02nd November 2009
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