

DATED

21 October

2015

(1) COBSTAR LIMITED

-and-

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

FIRST DEED OF VARIATION

Relating to the Agreement dated 31 March 2015
Between the Mayor and the Burgesses of the
London Borough of Camden and Cobstar Limited

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
33 Mill Lane, London, NW6 1NZ
(being land situate to the rear of
34 Hillfield Road, London, NW6 1PZ)

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

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.250



THIS AGREEMENT is made on the 21 day of October 2015

BETWEEN

1. **COBSTAR LIMITED** (registered under company number 01144969) of Summit House, 170 Finchley Road, London NW3 6BP (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 31 March 2015 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 LN172581.
- 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 22 April 2015 for which the Council resolved to grant permission conditionally under reference 2015/2280/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 First Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 31 March 2015 made between the Council and the Owner

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 31 March 2015 referenced 2014/1164/P allowing the retention of the existing single family dwelling (Class C3) with alterations including amendments to the roof and building footprint. as shown on drawing numbers Site location plan; Block plan; 121214/E/01; 02 RevA; 121214/P/01 RevE; 02 RevF; Green roof maintenance proposal; Sedum blanket system

- 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" variation of condition 2 (approved plans) of planning permission 2014/1164/P dated 31/03/2015 (for the retention of the existing single family dwelling with alterations including amendments to the roof and the building footprint) namely, amendments to the rear facade at first floor level as shown on drawing numbers:- Site location plan; Block plan; 121214/E/01; 02 RevA; 121214/P/01 Rev J and 121214/P/02 RevM; Green roof maintenance proposal; Sedum blanket system.

3.1.2 "Planning Permission" the planning permission under reference number 2015/2280/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 13 April 2015 by the Owner and given reference number 2015/2280/P
- 3.2 The words "2014/1164/P" in clause 5.1 of the Existing Agreement shall be deleted and replaced with "2015/2280/P".
- 3.3 The words "2014/1164/P" in clause 6.1 of the Existing Agreement shall be deleted and replaced with "2015/2280/P".
- 3.4 The draft planning permission reference 2015/2280/P annexed to this Agreement shall be treated as annexed to the Existing Agreement in addition to the existing annexures.
- 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 Common Seal to be hereunto affixed and the Owner has executed this instrument as their Deed the day and year first before written

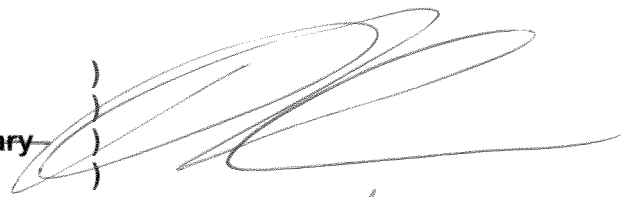
EXECUTED AS A DEED BY
 COBSTAR LIMITED
 acting by a Director and its Secretary
~~or by two Directors~~

in the presence of
 Director Name: (CAPITALS)

Witness
 Director Signature:

Adrian

O'neill

) 

) *M. Sheehan (Ms)*

) *M. SHEEHAN (MS)*

 78 BRINKBURN FARMS
 EOGWARE. HAS 5PP

SECRETARY

Director/Secretary Name (CAPITALS))

Director/Secretary Signature:)

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

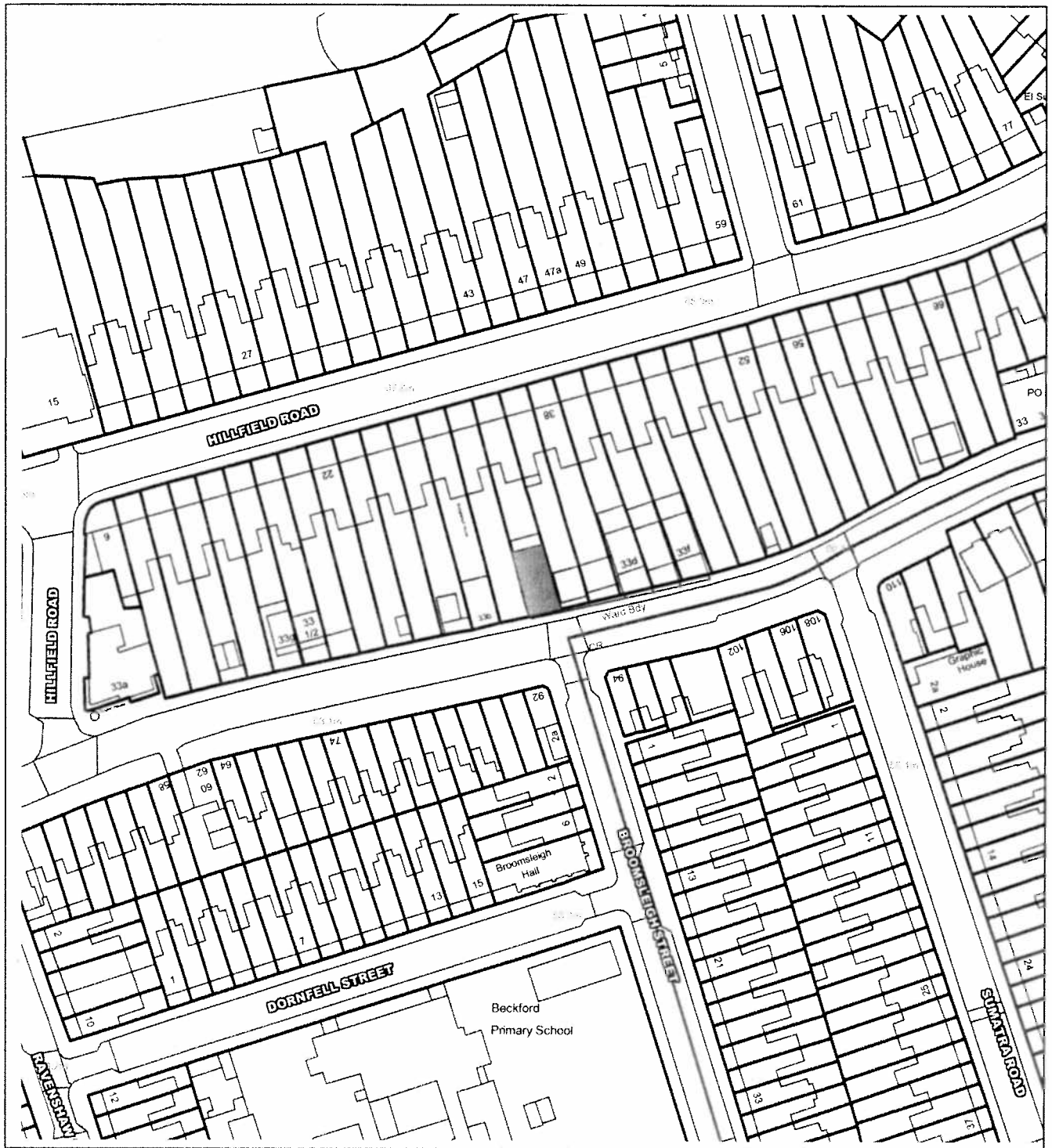
..... *f. Alexander*)
Duly Authorised Officer





f. Alexander

33c Mill Lane London NW6 1NZ



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The Design Works
32 Grange Road
Plympton
Plymouth
Devon
PL7 2HYApplication Ref: **2015/2280/P**

28 October 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 AGREEMENTAddress:
33C Mill Lane
London
NW6 1NZ

Proposal:

DECISION

Variation of condition 2 (approved plans) of planning permission 2014/1164/P dated 31/03/2015 (for the retention of the existing single family dwelling with alterations including amendments to the roof and the building footprint) namely, amendments to the rear facade at first floor level.

Drawing Nos: Site location plan; Block plan; 121214/E/01; 02 RevA; 121214/P/01 Rev J and 121214/P/02 RevM; Green roof maintenance proposal; Sedum blanket system.

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 Condition 2 of planning permission granted on 31/03/2015 under reference number 2014/1164/P shall be replaced by the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; Block plan; 121214/E/01; 02 RevA; 121214/P/01 Rev J and 121214/P/02 Rev M; Green roof maintenance proposal; Sedum blanket system.

Reason:

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

- 2 No later than 2 months from the date of this permission full details of hard and soft landscaping shall be submitted to and approved by the local planning authority in writing. Such details shall include details of planting to act as a screen between the application site and the property to the rear. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to ensure a reasonable standards of privacy and visual amenity for the neighbouring premises in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP26 of the London Borough of Camden Local Development Framework.

- 3 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by no later than 6 months from the date of this approval. 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 local planning authority gives written consent to any variation.

Reason: In order to ensure a reasonable standards of privacy and visual amenity for the neighbouring premises with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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 and obligations where applicable as attached to the previous planning permission. This includes condition 5 providing for a 1 year time period for completion which for the avoidance of doubt commences with the date of the original decision 31/03/2015 and not this variation.
- 2 You are reminded that condition 4 of the previous planning permission is outstanding and requires details to be submitted.

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 October

2015

(1) COBSTAR LIMITED

-and-

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

FIRST DEED OF VARIATION

Relating to the Agreement dated 31 March 2015
Between the Mayor and the Burgesses of the
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