

DATED

3 February

2016

(1) NORMAN LINTON (HOLDINGS) LIMITED

-and-

(2) INVESTEC BANK PLC

-and-

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

SECOND DEED OF VARIATION

Relating to the Original Agreement dated 13 February 2014 (as varied by the First
Deed of Variation dated 5 November 2015)

between

the Mayor and Burgesses of the London Borough of Camden

Normal Linton (Holdings) Limited, Linton Property Developments Limited and
Barclays Bank Plc

under section 106A of the Town and

Country Planning Act 1990 (as amended)

Relating to development at premises known as

**LINTON HOUSE 39-51 (ODD) HIGHGATE ROAD
LONDON NW5 1RT**

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

Tel: 020 7974 5680
Fax: 020 7974 1920

1781.327

THIS AGREEMENT is made on the 3 day of February 2016

BETWEEN

1. **NORMAN LINTON (HOLDINGS) LIMITED** (Co. Regn. No.392482) whose registered office is at Linton House 39-51 Highgate Road London NW5 1RT (hereinafter called "the Owner") of the first part
2. **INVESTEC BANK PLC** (Co. Regn. No.: 00489604) of 2 Gresham Street London EC2V 7QP (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, Linton Property Developments Limited and Barclays Bank Plc entered into an Agreement dated 13 February 2014 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, Norman Linton (Holdings) Limited and Investec Bank Plc entered into the First Deed of Variation dated 5 November 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 NGL209970 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 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 23 November 2015 for which the Council resolved to grant permission conditionally under reference 2015/6513/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 enforceable by the Council.

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.

1.9 The Mortgagee under a legal charge registered under the title dated 27 February 2015 is willing to enter into this Deed to give its consent to the same.

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 5 November 2015 made between the Council and the Owner and the Mortgagee for the variation of condition 2 (development in accordance with approved plans) of planning permission 2013/3494/P (granted on appeal under APP/X5210/A/13/2207697) dated 03/03/2014 (for an additional floor at roof level to provide 7 residential flats and a ground floor extension to provide an entrance, cycle and refuse storage) to expand the approved roof level extensions and raise the existing parapet of the building; amend the mix of residential units to provide 1x1 bed, 3x2 bed and 3x3 bed units; external changes at ground floor level and alterations to the roof level terraces, sedum roof and plant equipment as shown on drawing numbers Revised Plans: 001 Rev P1; 120 Rev P1; 125 Rev P3; 126 Rev P2; 301 Rev P2; 302 Rev P2; 303 Rev P2; SK80; Roof Landscape and Biodiversity by CSA dated July 2015; Lifetime Homes Statement by CSA dated July 2015; Design and Access Statement by CSA dated July 2015; Penthouse Application - Mix of Units dated July 2015; Letter from Nigel Dexter dated 18/03/2015; Code for Sustainable Homes Pre-assessment (Job - 02640) by Synergy Rev A dated 13/03/2105 and Energy Assessment by Synergy Issue 3 dated 13/03/2015 Superseded Plans: location plan (unnumbered); 152 005 P1,

010 P1, 011 P1, 031 P1, 032 P1, 033 P1, 110 P1, 111 P3, 112 P3, 200 P3, 311 P3, 312 P3, 313 P3, 320 P3

2.3.3. "the First Planning Permission

means the planning permission granted on 5 November 2015 under reference 2015/1627/P for the variation of condition 2 (development in accordance with approved plans) of planning permission 2013/3494/P (granted on appeal under APP/X5210/A/13/2207697) dated 03/03/2014 (for an additional floor at roof level to provide 7 residential flats and a ground floor extension to provide an entrance, cycle and refuse storage); to expand the approved roof extensions and raise the existing parapet of the building; amend the mix of residential units to provide 1x1 bed, 3x2 bed and 3x3 bed units; external changes at ground floor level; alterations to the roof terraces, sedum roof and plant equipment and the introduction of winter garden structures at roof level. Drawing Nos: Revised: 125 Rev P7; 126 Rev P4; 301 Rev P4; 302 Rev P6; 303 Rev P6 and Design Statement 19th November 2015

2.3.4 "Original Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 13 February 2014 made between the Council and the Owner Linton Property Developments Limited and Barclays Bank Plc

2.3.5 "the Original Planning Permission"

means the planning permission granted on appeal on 3 March 2014 under reference 2013/3494/P allowing the erection of an additional floor at roof level to provide 7 residential units (2 x 1 bed, 4 x 2 bed, 1 x 3 bed), and a ground floor rear extension to accommodate a new entrance, cycle and refuse storage and installation of condenser units and enclosures at roof level as shown on drawing numbers Site Location Plan (1:125) Existing Plans: 152_005 P1; 010 P1; 011 P1; 031 P1; 032 P1; 033 P1; 110 P1 Proposed Plans: 152_111_P3; 112_P3; 200_P3; 311_P3; 312_P3; 313_P3; 320_P3; Supporting Documents: Code for Sustainable Homes Pre-Assessment by Synergy (29/01/2013); Energy Assessment by Synergy (26/04/2013); Daylight/Sunlight Report by Savills (26/04/2013); Environmental Noise Assessment by Skelly & Couch (December 2012)

- 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 affect 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 provided that neither the Owner nor the Mortgagee shall be bound by the obligations contained in this Agreement after it has parted with its whole interest in the Property or the part in respect of which any breach occurs but without prejudice to liability for any breach committed prior to the time it disposed of its interest in the Property.

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"

variation of condition 2 (development in accordance with approved plans) of planning permission 2013/3494/P (granted on appeal under APP/X5210/A/13/2207697) dated 03/03/2014 (for an additional floor at roof level to provide 7 residential flats and a ground floor extension to provide an entrance, cycle and refuse storage); to expand the approved roof level extensions and raise the existing parapet of the building; amend the mix of residential units to provide 1x1 bed, 3x2 bed and 3x3 bed units; external changes at ground floor level; alterations to the roof level terraces, sedum roof and plant equipment and the introduction of winter garden structures at roof level as shown on drawing numbers: Revised: 125 Rev P7; 126 Rev P4; 301 Rev P4; 302 Rev P6; 303 Rev P6 and Design Statement 19th November 2015

winter
J.C.
Bf.

3.1.2 "Planning Application" the application for Planning Permission in respect of the Property submitted on 23 November 2015 by the Owner and given reference number 2015/6513/P

3.1.2 "Planning Permission" the planning permission under reference number 2015/6513/P to be issued by the Council in the form of the draft annexed hereto

3.2 After the words "2013/3494/P" in clause 5.2 of the Original Agreement the words "or "2015/6513/P" (as the case may be)" shall be inserted.

3.3 After the words "2013/3494/P" in clause 5.5 of the Original Agreement the words "or "2015/6513/P" (as the case may be)" shall be inserted.

3.5 The draft planning permission reference 2015/6513/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 the Mortgagee agrees to be bound by the said obligations under the terms of this Agreement and the Original Agreement and the First Deed of

Variation (as varied by this Agreement) only in the event that they become 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 a Deed the day and year first before written

EXECUTED AS A DEED BY
NORMAN LINTON (HOLDINGS) LIMITED
in the presence of:-/
acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY
INVESTEC BANK PLC acting by
its duly authorised signatories
under a power of attorney dated
4 June 2013 as follows :

.....
in the presence of a witness

) Signature

) Witness Name TOLU ADEWUYE

) Address

) Occupation Solicitor

Authorised Signatory

Investec Bank plc
2 Gresham Street
London EC2V 7QP

.....
Authorised Signatory

) in the presence of a witness

) Signature

) Witness Name TOLU ADEWUYE

) Address

) Occupation Solicitor

Investec Bank plc
2 Gresham Street
London EC2V

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

.....*P. Alexander*.....

Authorised Signatory



T. J. J. J.

PA

PA

De

Linton House

De



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**Regeneration and Planning
Development Management**
London Borough of Camden
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WC1H 8ND

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Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Savills
Savills 33 Margaret Street
London W1G 0JD

Application Ref: **2015/6513/P**

27 January 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:

Linton House
39-51 Highgate Road
London NW5 1RT

Proposal:

DECISION
Variation of condition 2 (development in accordance with approved plans) of planning permission 2013/3494/P (granted on appeal under APP/X5210/A/13/2207697) dated 03/03/2014 (for an additional floor at roof level to provide 7 residential flats and a ground floor extension to provide an entrance, cycle and refuse storage); to expand the approved roof level extensions and raise the existing parapet of the building; amend the mix of residential units to provide 1x1 bed, 3x2 bed and 3x3 bed units; external changes at ground floor level; alterations to the roof level terraces, sedum roof and plant equipment and the introduction of ~~winter garden~~ structures at roof level. *FM*

Drawing Nos: Revised: 125 Rev P7; 126 Rev P4; 301 Rev P4; 302 Rev P6; 303 Rev P6 and Design Statement 19th November 2015.

Superseded:

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 no. of planning permission 201//P shall be replaced with the following condition:

REPLACEMENT CONDITION

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

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 and conditions as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).

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

DATED

3 February

2016

(1) NORMAN LINTON (HOLDINGS) LIMITED

-and-

(2) INVESTEC BANK PLC

-and-

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

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the Mayor and Burgesses of the London Borough of Camden
Normal Linton (Holdings) Limited, Linton Property Developments Limited and
Barclays Bank Plc

under section 106A of the Town and

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Relating to development at premises known as

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