

DATED 1 March

2016

(1) POCKET LIVING (2013) LLP

and

(2) LLOYDS BANK PLC

and

(3) THE GREATER LONDON AUTHORITY

and

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

THIRD DEED OF VARIATION

Relating to:

Agreement dated 12th May 2014 between (1) Appleby Estates Limited and (2) Soad Alavli and (3) Pocket Living (2013) LLP and (4) The Mayor and the Burgesses of the London Borough of Camden under section 106 of the Town and Country Planning Act 1990 (as amended)

as varied by:

Deed of Variation dated 2 April 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden

as further varied by:

Deed of Variation dated 13 October 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden

59-61 OAK GROVE LONDON NW2 3LS

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 1 day of March 2016

BETWEEN

1. **POCKET LIVING (2013) LLP** (registered under company number OC385056) whose registered office is at First Floor, 14 Floral Street, London, WC2E 9DH (hereinafter called "the Owner") of the first part;
2. **LLOYDS BANK PLC** (registered under company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (hereinafter called "the First Mortgagee") of the second part;
3. **THE GREATER LONDON AUTHORITY** of City Hall, The Queens Walk, London, SE1 2AA (hereinafter called "the Second Mortgagee") of the third part; and
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part.

WHEREAS:

- 1.1 The Council, Appleby Estates Limited, Soad Alavli and Pocket Living (2013) LLP entered into the Original Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, Pocket Living (2013) LLP, Lloyds Bank plc and The Greater London Authority entered in the First Deed of Variation pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.3 The Council, Pocket Living (2013) LLP, Lloyds Bank plc and The Greater London Authority entered in the Second Deed of Variation pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).

- 1.4 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL165302 and subject to the registered charges of the First Mortgagee and the Second Mortgagee.
- 1.5 The First Mortgagee is the proprietor of a charge dated 17th July 2014 registered against the Property under title number NGL165302 and is willing to enter into this Agreement to give its consent to the same.
- 1.6 The Second Mortgagee is the proprietor of a registered charge dated 15th August 2014 against the Property under title number NGL165302 and is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Owner is the freehold owner and is interested in the Property for the purposes of Section 106 of the Act.
- 1.8 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.
- 1.9 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.
- 1.10 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 references 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 "this Agreement" this Third Deed of Variation

2.3.2 "Existing Agreement" the Original Agreement as varied by the First Deed of Variation and the Second Deed of Variation

2.3.3 "the First Deed of Variation" the deed of variation under Section 106 of the Town and Country Planning Act 1990 (as amended) dated 2nd April 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden in relation to the Property

2.3.4 "the Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 12th May 2014 made between (1) Appleby Estates Limited and (2) Soad Alavli and (3) Pocket Living (2013) LLP and (4) The Mayor and Burgesses of the London Borough of Camden in relation to the Property

2.3.5 "the Original Planning Permission" the planning permission granted by the Council on 12th May 2014 (reference number 2014/1029/P) permitting the erection of a 3 storey building to provide 17 x 1-bed flats (including 13 x intermediate affordable units) with associated amenity space, refuse and cycle storage as shown on drawing numbers Existing drawings: MSL8720-E-RevC-01, MSL8720-E-

RevC-02, MSL8720-E-RevC-03, OGC AL02 002
 Site Layout Plan; Proposed drawings prefix
 OGC AL02 : 001 Site Location Plan, 020 Rev.D
 Ground Floor Plan, 021 Rev.B First Floor Plan,
 022 Rev.B Second Floor Plan, 023 Rev.A Roof
 Plan, 040 Rev.A Elevations, 050 Rev.A
 Sections, 060 Flat Type A (1B2P), 061 Flat Type
 M (1B2P), OGC-SK140124-001revA
 Section/Elevation Study; OGC-SK140312-001
 revA (front boundary treatment); OGC-
 SK140402-001 Landscape plan; Drainage
 layout & manhole schedule 2/5932 dwg 900 rev
 T1; Supporting documents: Design & Access
 Statement by HTA February 2014; Planning
 Statement by Boyer Planning on behalf of
 Pocket February 2013; Train Induced Vibration
 and Assessment Report by Hann Tucker
 Associates Report 19861/VAR1 dated 27 Jan
 2014; Letter from Hann Tucker Associates dated
 11th March 2014 regarding vibration noise:
 Daylight, Sunlight and Overshadowing
 Assessment; Energy Statement by XCO2
 Energy Issue 01 29 Jan 2014; Sustainability
 Assessment by XCO2 Energy (inc. Code for
 Sustainable Homes Pre-Assessment) 01 28 Jan
 2014; Ecological Appraisal Prepared by ACD
 Ecology ref POC19032Eco Jan 2014;
 Environmental Noise Survey and Noise Impact
 Assessment Report by Hann Tucker Associates
 Report 1986/EIA1 dated 27 Jan 2014;
 SiteCheck Contamination Review Reference
 SCC_51691285_1_1 dated 17-DEC-2013 by
 Environmental Risk Management; Outline Soft
 Landscape Specification and Plant Schedules
 OGC-AS-9-800 by HTA 06.03.2014

2.3.6 “the Second Deed of Variation” the deed of variation under Section 106 of the Town and Country Planning Act 1990 (as amended) dated 13th October 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden in relation to the Property

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, the First Mortgagee and the Second Mortgagee shall include their successors in title.

3. VARIATION TO THE EXISTING AGREEMENT

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

2.3 “the Agreement” this planning agreement (as amended) made pursuant to Section 106 of the Act

2.9 “Development” the development permitted by Planning Permission 2014/1029/P dated 12/05/2014 and as varied by 2015/1836/P dated 22 May 2015 (the erection of a 3 storey building to provide 17 flats) and as further varied by the variation of condition 2 to enable the erection of a water attenuation tank with screening and relocation of

bike store as shown on drawing numbers: OGC AL 14-200 RevF, OGC-SK140402-001RevA, Drawing number 1 (Bicycle store), OGC-AL02-020RevE, Drainage layout & manhole schedule 2/5932 dwg 900 rev FC1, OGC-AA-14-9704 Rev.B, Off-site drainage report dated 10th April by Clancy Consulting, Culvert design justification dated 8th September 2015 by Phil Pritchard, cover letter dated 15th September 2015 by Joseph Daniels, emails dated 16th & 27th October & 2nd November 2015 by Joseph Daniels Superseded Plans: OGC-SK140402-001, OGC-AL02-020RevD, Drainage layout & manhole schedule 2/5932 dwg 900 rev T1

2.28 “the Planning Application” the application for Planning Permission in respect of the Property submitted on 16th September 2015 by the Owner and given reference number 2015/5284/P

2.30 “the Planning Permission” the planning permission under reference number 2015/5284/P to be issued by the Council in the form of the draft annexed hereto

3.2 After “2014/1029/P” in clause 5.2 of the Existing Agreement the following shall be inserted: “, 2015/1836/P and 2015/5284/P”.

3.3 After “2014/1029/P” in clause 5.6 of the Existing Agreement the following shall be inserted: “, 2015/1836/P and 2015/5284/P”.

3.4 After “2014/1029/P” in clause 6.1 of the Existing Agreement the following shall be inserted: “2015/1836/P and 2015/5284/P”.

3.5 The draft planning permission reference 2015/5284/P annexed to this Agreement shall be treated as annexed to the Existing Agreement.

3.6 In all other respects the Existing Agreement shall continue in full force and effect.

- 3.7 This Agreement shall not affect the validity of any act taken by any party to comply with or discharge any obligation contained in the Original Agreement (as amended prior to this Agreement) and any matters which have been approved under the Original Agreement (as amended prior to this Agreement) shall be deemed to have been approved under the Existing Agreement or complied with or discharged pursuant to the Existing Agreement (as the case may be).

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

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**

This Agreement shall be registered as a Local Land Charge by the Council.

6. **RIGHTS OF THIRD PARTIES**

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

7. **JURISDICTION**

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

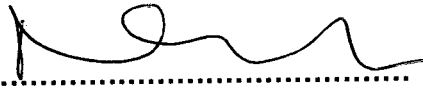
8. **MORTGAGEE EXEMPTION**

Any mortgagee of the whole or part of the Property shall incur no liability whatsoever to perform any covenants or obligations under this Agreement unless it becomes a successor in title to the Owner or a mortgagee in possession in which case it too will be bound by such covenants or obligations as if it were a person deriving title from the Owner.

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

Executed as a Deed by
POCKET LIVING (2013) LLP
acting by

Member/Authorised Signatory)



Witness Signature)




Witness Name)

VICTORIA COPPECK

Witness Address)

14 FICOL ST
WC2C 9DH

Signed as a deed by
CHRISTOPHER TAYLOR
as attorney for
LLOYDS BANK PLC
in its capacity as First Mortgagee in the
presence of:)


as attorney for Lloyds Bank plc
in its capacity as First Mortgagee

Witness signature: 

Name: MAT RECORD

Address: 10 GRESHAM STREET
LONDON
EC2V 7AE

Occupation: BANK OFFICIAL

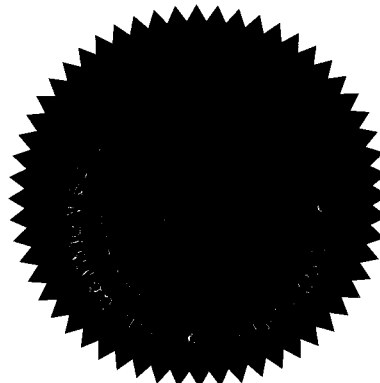
Communications to be delivered to:

Address: COMMERCIAL ROYAL ESTATE
1ST FLOOR, 10 GRESHAM STREET
LONDON, EC2V 7AE
Fax Number: N/A

Attention: SAM SHAM,

EXECUTED as a DEED by affixing
the common seal of the
GREATER LONDON AUTHORITY
in the presence of)

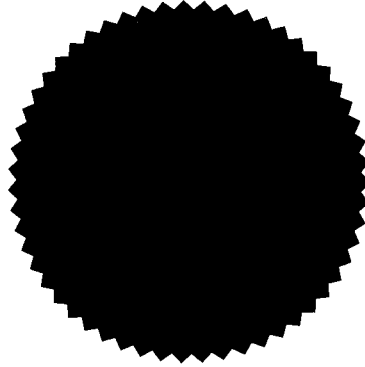

Authorised Signatory



CONTINUATION THIRD DEED OF VARIATION IN RELATION TO 59-61 OAK GROVE LONDON
NW2 3LS

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

..... *f Alexander*)
Authorised Signatory



•

•

•

•

•

•

•

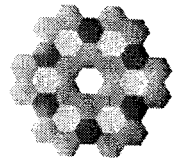
•

•

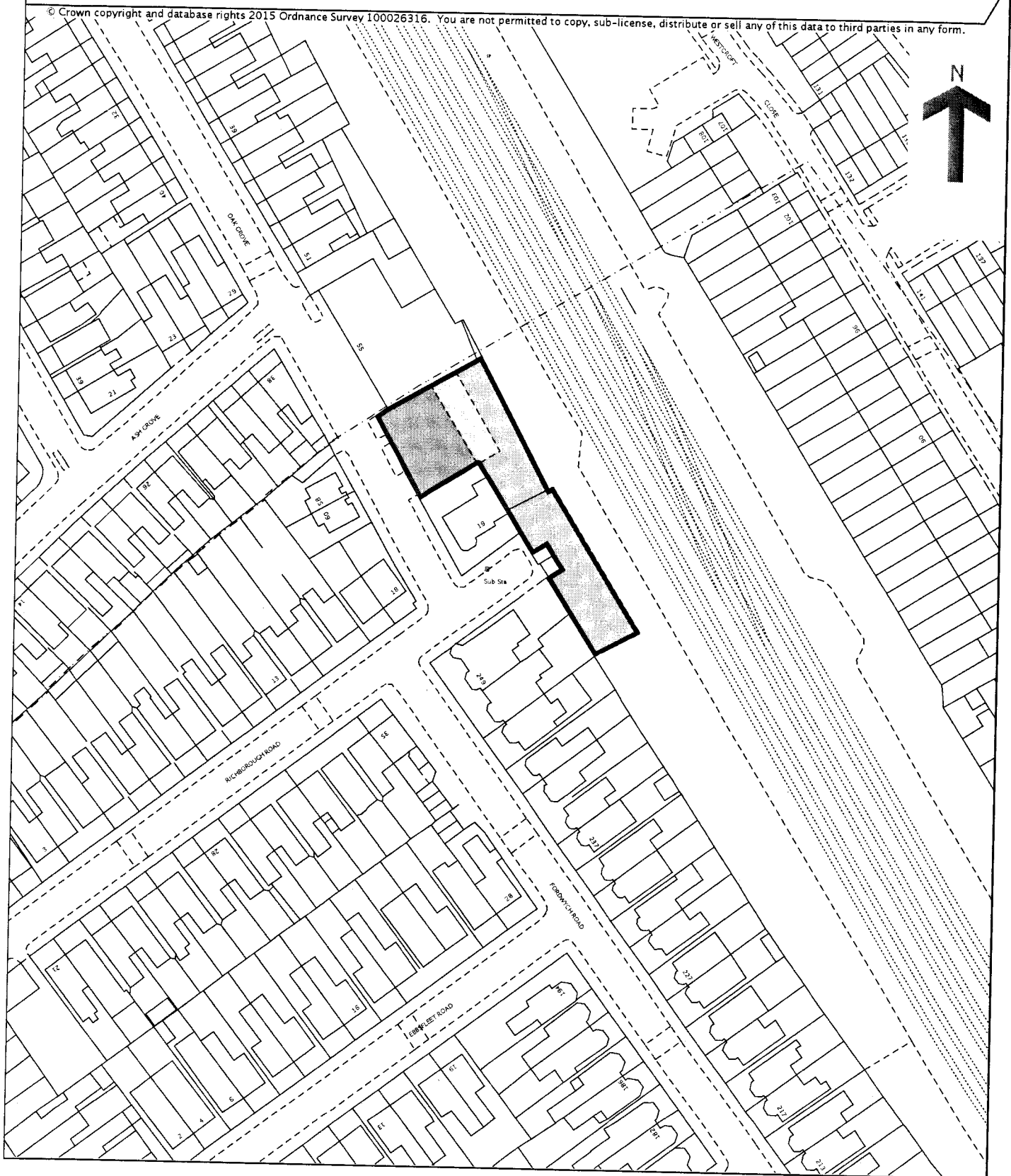
•

Land Registry
Official copy of
title plan

Title number **NGL165302**
Ordnance Survey map reference **TQ2485NW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Camden**



© Crown copyright and database rights 2015 Ordnance Survey 100026316. You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 03 December 2015 shows the state of this title plan on 03 December 2015 at 10:44:17. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the Land Registry, Croydon Office .

Boyer Planning
24 Southwark Bridge Road
London SE1 9HF

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/5284/P**

26 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:
**59-61 Oak Grove
London
NW2 3LS**

PROPOSAL

DECISION
Variation of condition 2 (approved plans) of planning permission 2014/1029/P dated 12/05/2014 (for the erection of a 3 storey building to provide 17 flats) namely to erect a water attenuation tank with screening and relocation of bike store.

Drawing Nos: Revised Plans: OGC AL 14-200 RevF, OGC-SK140402-001RevA, Drawing number 1 (Bicycle store), OGC-AL02-020RevE, Drainage layout & manhole schedule 2/5932 dwg 900 rev FC1, OGC-AA-14-9704 Rev.B, Off-site drainage report dated 10th April by Clancy Consulting, Culvert design justification dated 8th September 2015 by Phil Pritchard, cover letter dated 15th September 2015 by Joseph Daniels, emails dated 16th & 27th October & 2nd November 2015 by Joseph Daniels.

Superseded Plans: OGC-SK140402-001, OGC-AL02-020RevD, Drainage layout & manhole schedule 2/5932 dwg 900 rev T1.

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.2 of planning permission 2014/1029/P shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans

Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan

Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.E Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA, OGC AL 14-200 Rev.F, Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Rev.A Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 Rev.FC1, Drawing number 1 (Bicycle store), OGC-AA-14-9704 Rev.B.

Supporting documents:

Design & Access Statement by HTA February 2014; Planning Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014; Environmental Noise Survey and Noise Impact Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC_51691285_1_1 dated 17-DEC-2013 by Environmental Risk Management; Outline Soft Landscape Specification and Plant Schedules OGC-AS-9-800 by HTA 06.03.2014, Cycle store fence; Letter from Clancy Consulting dated 8th September 2015 ref: 2/5932.1; Offsite culvert drainage report by Clancy consulting dated 10th April 2015 ref: 2/5932.1/Culvert, Culvert design justification dated 8th September 2015 by Phil Pritchard, cover letter dated 15th September 2015 by Joseph Daniels, emails dated 16th & 27th October & 2nd November 2015 by Joseph Daniels.

- 2 For the purposes of this decision, the addition of condition no.15 to planning permission 2014/1029/P shall be added to the decision notice:

Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

Proposed amendments are: 1] Erection of an above ground water attenuation tank which would be positioned to the south-eastern corner of the site adjacent to the bike store and property of No.19 Richborough Road and 2] Relocation of the proposed bike store nearer to the proposed building granted in the parent permission.

The new tank would replace the existing below ground tank which is identified as being faulty.

The proposed water attenuation tank referred to above is considered acceptable in that it is relatively subordinate in size being 1.8 metres in height and would not be seen from wider views or the neighbour's property as it would be next to No.19's garage which has no windows.

The size of the tank has been derived by assessing how much water from the railway embankment is draining into the culvert currently. The applicant confirms via their consultants that Network Rail provided drainage records and from these it was calculated that the offsite culvert has a catchment area of approximately 1,500sq.m. The storage capacity of the tank is based on a 1 in 100 year event, plus 30% for climate change and that investigations have shown that the culvert water is already discharging into the TW sewer network at Oak Grove or Cricklewood Broadway. The above ground tank is to be connected to the below ground system. Therefore water from the culvert and the tank will discharge into the public TW sewer.

The bike parking would move slightly towards the main house, the alteration is considered negligible, although the cycle rack would be reduced in size it has been demonstrated that the new store would still be able to fit 20 bikes for parking.

Due to this relocated bike store, a section of landscaping would be removed from the previously approved. This is considered minimal as the landscape scheme from the overall site would still be maintained. Such area is not visible from the public realm.

The full impact of the scheme has already been assessed by virtue of the previous approval granted on 12/05/2014 under reference number 2014/1029/P.

The tank itself will not emit any noise. There is a pump located below ground so if/when it operates, it is considered that it would be inaudible from the neighbouring property, particularly considering the background noise from the railway. However, it would be conditioned so that noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), when all equipment (or any part of it) is in operation.

No objections have been raised in relation to the application. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5, C13, C14 and CS16 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP22, DP23, DP24, DP26 and DP32 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 5.3, 5.12, 5.13, 7.2, 7.4, 7.6 of the London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17 and 126-141 of the National Planning Policy Framework.

- 2 A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 02035779483 or by emailing wwriskmanagement@thameswater.co.uk. Application forms should be completed on line via www.thameswater.co.uk/wastewaterquality.

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

1 March

2016

(4) POCKET LIVING (2013) LLP

and

(5) LLOYDS BANK PLC

and

(6) THE GREATER LONDON AUTHORITY

and

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

THIRD DEED OF VARIATION

Relating to:

Agreement dated 12th May 2014 between (1) Appleby Estates Limited and (2) Soad Alavli and (3) Pocket Living (2013) LLP and (4) The Mayor and the Burgesses of the London Borough of Camden under section 106 of the Town and Country Planning Act 1990 (as amended)

as varied by:

Deed of Variation dated 2 April 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden

as further varied by:

Deed of Variation dated 13 October 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden

59-61 OAK GROVE LONDON NW2 3LS

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

Tel: 020 79745647
Fax: 020 7974 1920