

DATED

6 June

2016

(1) PARKER TOWER LIMITED

and

(2) BNP PARIBAS

and

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

**SECOND DEED OF VARIATION**

**Varying the Agreement entered into on 18 December 2014**

**as previously amended by a**

**Deed of Variation entered into on 15 December 2015**

**Under section 106 and 106A of the Town and Country Planning Act 1990 (as amended)**

**Relating to land known as**

**Parker Tower, 43-49 Parker Street, London WC2B 5PS**

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

Tel: 020 7974 1918

Fax: 020 7974 2962

G: case files/culture & env/planning/lmm/s106 Agreements (2015/2988P)  
CLS/COM/LMM/1685.



THIS AGREEMENT is made the *6th* day of *June* 2016

**BETWEEN:**

- i. **PARKER TOWER LIMITED** (Co. Regn. No. 8001024) of 5 Aldermanbury Square, London EC2V 7BP (hereinafter called "the Owner") of the first part
- ii. **BNP PARIBAS** (incorporated in France) (UK Regn. No. FC013447) (UK establishment name: BNP Paribas, London Branch) of 10 Harewood Avenue, London NW1 6AA (hereinafter called "the Mortgagee") of the second part
- iii. **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

**1. WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL71025 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner, Investec Bank plc and the Council entered into the Original Agreement (as defined at clause 2.2 of this Agreement) pursuant to section 106 of the Act in relation to the Original Planning Permission (as defined at clause 2.2 of this Agreement).
- 1.4 The Mortgagee has replaced Investec Bank plc as mortgagee and as mortgagee under a legal charge registered under Title Number NGL71025 and dated 8 April 2015 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.5 The Variation Application was submitted to the Council and validated on 10 June 2015 and the Council resolved to grant permission conditionally under reference number 2015/2988/P subject to conclusion of the First Deed of Variation, entered into on 15 December 2015.
- 1.6 The Second Variation Application was submitted to the Council and validated on 14 January 2016 and the Council resolved to grant permission conditionally under reference number 2015/7249/P subject to the conclusion of this legal Agreement.

- 1.7 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated 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.
- 1.8 For that purpose the Owner and the Mortgagee are willing to enter into this Agreement pursuant to the provisions of Section 106 and S106A of the Act.
- 1.9 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. **INTERPRETATION**

2.1 All words and phrases defined in the Original Agreement (as amended by the First Deed of Variation) shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.

2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- |    |                           |  |
|----|---------------------------|--|
| a. | “Agreement”               | this Second Deed of Variation  |
| b. | “Original Agreement”      | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 18 December 2014 entered into between the Owner Investec Bank plc and the Council in relation to the Original Permission |
| c. | “Original Application”    | the application submitted in respect of the Original Development under reference number 2014/0176/P  |
| d. | “First Deed of Variation” | the Deed of Variation under the Town and Country Planning Act 1990 (as amended) dated 15 December 2015 entered into between the Owner  |

BNP Paribas and the Council in relation to the Variation Permission

- e. "Original Permission" the planning permission granted for the Original Development pursuant to the Original Application on 18 December 2014
- f. "Original Development" the development of the Property pursuant to the Original Permission
- g. "Parties" means the Council the Owner and the Mortgagee and "Party" means any one of them
- h. "Property" the land known as Parker Tower, 43-49 Parker Street, London WC2B 5PS the same as shown edged red on the plan annexed hereto
- i. "Second Variation Application" the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary Condition 19 of the Variation Permission to which the Council has allocated reference number 2015/7249/P
- k. "Second Variation Permission" the planning permission granted pursuant to the Second Variation Application in the form attached to this Agreement
- l. "Variation Application" the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary condition 19 of the Original Permission to which the Council has allocated reference number 2014/2988/P
- m. "Variation Permission" the planning permission granted pursuant to the Variation Application on 15 December 2015

- 2.3 This Agreement is supplemental to the Original Agreement and the First Deed of Variation (which remains in full force and effect save to the extent that it is varied by this Agreement pursuant to S106A of the Act) and is a planning obligation for the purposes of Section 106 of the Act and is acknowledged by the parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 2.4 The land bound by the obligations in this Agreement is the Property.
- 2.5 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement or the First Deed of Variation.
- 2.6 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.7 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.8 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.9 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.10 The Council hereby agrees to grant the Second Variation Permission on the date hereof.

### **3. VARIATION OF THE ORIGINAL AGREEMENT**

Upon the grant of the Second Variation Permission the Original Agreement shall be varied as follows:

- 3.1 The definition of "Second Variation Application" and "Second Variation Permission" set out Clause 2.2 of this Agreement shall be added to the Original Agreement.

# H.M. LAND REGISTRY

23 AUG 1988

TITLE NUMBER

## NGL 71025

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET  
GREATER LONDON

NATIONAL GRID  
TQ 3081

SECTION  
T

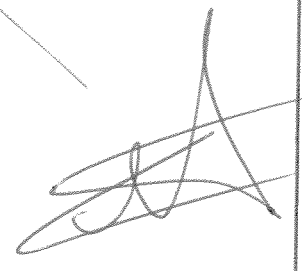
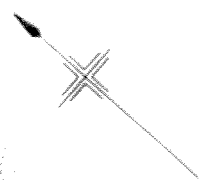
Scale: 1 1250

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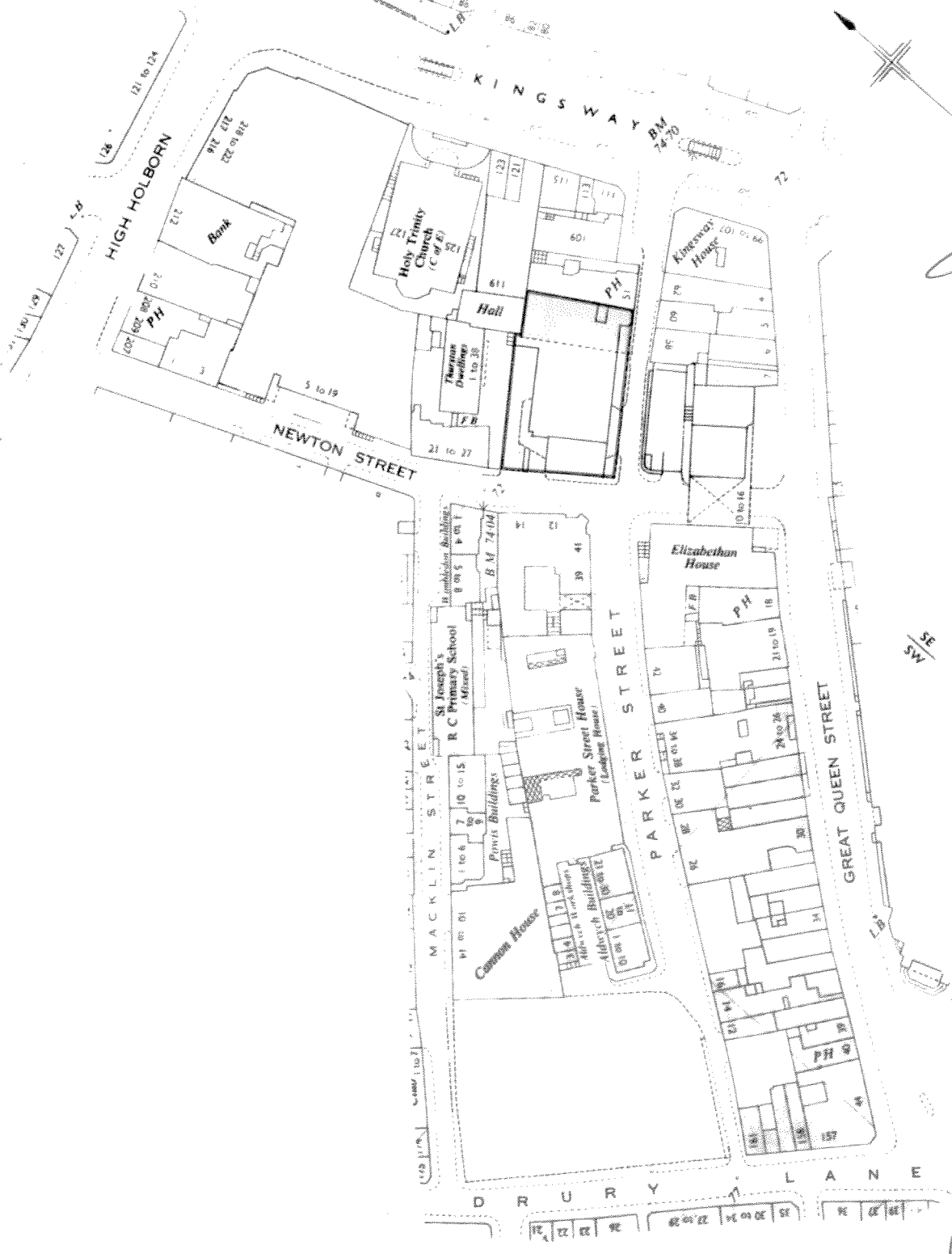
Old Reference VII 63 B

NE  
NW

BOROUGH OF CAMDEN



SE  
SW







Gerald Eve  
72 Welbeck Street  
W1G0AY

Application Ref: **2015/7249/P**

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:  
**Parker Tower  
Parker Street  
London  
WC2B 5PS**

**DECISION**  
Proposal:

Variation of condition 19 (development in accordance with approved plans) and 6 (Details of green roof) as granted under reference 2014/0176/P (dated 18/12/14) and amended under reference 2015/2988/P (dated 15/12/2015) for refurbishment of existing building to convert to residential use. Namely to alter the approved façade to accommodate revised balcony design, to revise the internal layout of residential units and to install additional maintenance facilities at roof level.

Drawing Nos:

Superseded Drawings

E\_04\_C645\_001 A; E\_05\_C645\_001 B; E\_01\_C645\_001 B; 15125AxxxE1202;  
15125AxxxE1201; 15125xxxE1203; 15125AxxxE1204; 15125Ax00P1000;  
15125Ax02P1002; P\_03\_C645\_001 C; 15125Ax04P1004; 15125Ax05P1005;  
P\_06\_C645\_001 C; P\_07\_C645\_001 B; P\_08\_C645\_001 A; 15125Ax09P1009;  
15125Ax10P1010; 15125Ax11P1011; 15125Ax12P1012; 15125Ax13P1013;  
15125Ax14P1014; 15125Ax15P1015; P\_00\_C645\_003 C; P\_00\_C645002 D;  
15125Ax16P1016; 15125Ax01P1001; 15125A-01P0009 A; P\_F4\_C645\_001;  
P\_F7\_C645\_001 A; P\_F2\_C645\_001; P\_F3\_C645\_001; P\_F5\_C645\_001;  
P\_F6\_C645\_001 A; S\_DD\_C645\_001 B; 15125AxxxS1020; S\_AA\_C645\_001 C;  
S\_EE\_C645\_001 B; P\_B2\_C645\_001



Revised

15125AxxxE1035; 15125AxxxE1036; 15125AxxxE1037; 15125AxxxE1201 A;  
15125AxxxE1202 A; 15125AxxxE1203 A; 15125AxxxE1204 A; 15125Ax00P1000 A;  
15125A-01P0009 B; 15125Ax02P1002 A; 15125Ax03P1003 A; 15125Ax04P1004 A;  
15125Ax05P1005 A; 15125Ax06P1006 A; 15125Ax07P1007 A; 15125Ax08P1008 A;  
15125Ax09P1009 A; 15125Ax10P1010 A; 15125Ax11P1011 A; 15125Ax12P1012 A;  
15125Ax13P1013 A; 15125QAx14P1014 A; 15125Ax00P1030; 15125Ax15P1015 A;  
15125Ax00P1031; 15125Ax16P1016 A; 15125Ax01P1001 A; 15125Ax00P1043;  
15125Ax00P1041; 15125Ax00P1046; 15125Ax00P1040; 15125AxxxS1019;  
15125AxxxS1020 A; 15125AxxxS1021; 15125AxxxP1022; Design Statement (December  
2015), Cover Letter (dated 23rd December);

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 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended)

- 2 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates;

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

c) Details including sections of photovoltaic panels at roof level;

d) Specification details and plans, including sections, of Bird / Bat boxes at roof level

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies

Director of Supporting Communities



- 3 No light lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the new building, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 No development shall take place until full details of all hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development. 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: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Condition 6 of planning permission dated 15/12/2015 ref 2015/2988/P shall be replaced with the following condition:

#### REPLACEMENT CONDITION 6

Full details in respect of the green/brown roof(s) and green wall in the areas indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.



Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 7 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

- 8 The waste and recyclables storage and removal facility hereby approved shall be provided prior to the first occupation of any residential unit and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 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.

- 9 The approved cycle storage facilities providing 80 spaces shall be provided in their entirety prior to the first occupation of any of the residential units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.





- 11 The features and facilities of the 6 wheelchair accessible dwellings, as indicated on the drawings and documents hereby approved, shall be provided in their entirety prior to the first occupation of the relevant block (either Parker Tower or the new block) of new residential units. Any alterations to the approved wheelchair housing features and facilities, prior to the first occupation of the relevant new residential unit, shall be submitted to and approved by the local planning authority in writing. The subsequently approved wheelchair housing features and facilities shall thereafter be provided in their entirety prior to the first occupation of the relevant new residential unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The proposed development shall be carried out in accordance with the details submitted relating to design and method statement of foundations, basements and other ground & below ground structures, including piling, in consultation with London Underground and approved under reference 2015/7192/P (granted on 07/03/2015) unless otherwise agreed in writing by the local planning authority

Reason: In order to protect the amenity of nearby occupiers and the operation of existing London Underground transport infrastructure, in accordance with the requirements of policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP21 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 13 The proposed development shall be carried out in accordance with the details of the air quality dust monitoring regime during construction and demolition approved under reference 2015/7192/P (granted on 07/03/2015) unless otherwise agreed in writing by the local planning authority

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Only the areas specifically shown on the plans hereby approved as external terraces/balconies shall be used for such purposes; and no other flat roofed areas shall be used as a roof terrace/balcony, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any detrimental impacts of overlooking and/or noise and disturbance of the neighbouring premises in accordance with the requirement 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



- 15 Full details of any lighting strategy, to include manufacturer's specifications and information about potential light spill onto buildings, trees and lines of vegetation, shall be submitted to and approved by the Local Planning Authority in writing. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented prior to the first occupation of any residential unit.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to protect the amenity of current and future occupiers from light pollution and possible anti-social behaviour in accordance with policies CS5, CS14 and CS15 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.

- 16 Prior to the first occupation of any residential unit details of the proposed CCTV strategy, including full location, design and management details of any proposed CCTV equipment, shall be submitted to and approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented prior to the first occupation of any residential unit.

Reason: In order to seek to protect the amenity of occupiers from possible instances of crime, fear of crime and anti-social behaviour and to safeguard the appearance of the premises and the character of the immediate area, in accordance with policies CS5, CS14 and CS17 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.

- 17 Prior to first occupation of any residential unit hereby approved, confirmation of the necessary measures to secure a minimum of 5 electric vehicle charging points within the development shall be submitted to and approved in writing by the local planning authority. Such measures shall be completed prior to first occupation of any residential unit and shall thereafter be retained.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy.

- 18 The frosted glass and vertical fins, as shown on the plans hereby approved, shall be fully implemented in advance of the first occupation of the relevant residential unit and shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance 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.



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

15125AxxxE1035; 15125AxxxE1036; 15125AxxxE1037; 15125AxxxE1201 A; 15125AxxxE1202 A; 15125AxxxE1203 A; 15125AxxxE1204 A; 15125Ax00P1000 A; 15125A-01P0009 B; 15125Ax02P1002 A; 15125Ax03P1003 A; 15125Ax04P1004 A; 15125Ax05P1005 A; 15125Ax06P1006 A; 15125Ax07P1007 A; 15125Ax08P1008 A; 15125Ax09P1009 A; 15125Ax10P1010 A; 15125Ax11P1011 A; 15125Ax12P1012 A; 15125Ax13P1013 A; 15125QAx14P1014 A; 15125Ax00P1030; 15125Ax15P1015 A; 15125Ax00P1031; 15125Ax16P1016 A; 15125Ax01P1001 A; 15125AxP1043; 15125Ax00P1041; 15125Ax00P1046; 15125Ax00P1040; 15125AxxxS1019; 15125AxxxS1020 A; 15125AxxxS1021; 15125AxxxP1022; Design Statement (December 2015), Cover Letter (dated 23rd December);

Existing

P\_B1\_JA12\_001 A; P\_B2\_JA12\_001; P\_00\_JA12\_001; P\_01\_JA12\_001; P\_02\_JA12\_001; P\_03\_JA12\_001; P\_04\_JA12\_001; P\_05\_JA12\_001; P\_06\_JA12\_001; P\_07\_JA12\_001; P\_08\_JA12\_001; P\_09\_JA12\_001; P\_10\_JA12\_001; P\_11\_JA12\_001; P\_12\_JA12\_001; P\_13\_JA12\_001; P\_RF\_JA12\_001; E\_E\_JA12\_001; E\_N\_JA12\_001; E\_S\_JA12\_001; E\_W\_JA12\_001; S\_AA\_JA12\_001 Rev\*; S\_BB\_JA12\_001 Rev\*; S\_EE\_JA12\_001 Section EE; S\_DD\_C645\_001; S\_EE\_JA12\_001 Section CC;

Demolition Plans:

P\_00\_JC20\_001; P\_01\_JC20\_001; P\_02\_JC20\_001; P\_03\_JC20\_001; P\_04\_JC20\_001; P\_05\_JC20\_001; P\_06\_JC20\_001; P\_07\_JC20\_001; P\_08\_JC20\_001; P\_09\_JC20\_001; P\_10\_JC20\_001; P\_11\_JC20\_001; P\_12\_JC20\_001; P\_13\_JC20\_001; P\_RF\_JC20\_001; E\_E\_JC20\_001; E\_N\_JC20\_001; E\_S\_JC20\_001; E\_W\_JC20\_001;

Design and Access Statement Rev A by Squire and Partners dated January 2014 (excluding plans); Design and Access Statement Addendum by Squire and Partners dated 02/05/14 (excluding plans); Design and Access Statement Addendum by Squire and Partners Rev C dated 18/09/14; Planning Statement by Turley Associates Ref NEWL2019 dated 03/01/14; Heritage Statement by Turley Associates, Ref NEWL2019 dated December 2013; Construction Method Statement Rev D04 by Madigan Gill dated 03/01/14; Acoustic, Noise and Vibration Report by Sandy Brown Associates LLP Version E Ref 12282-R02-E dated 28/04/14; Air Quality Assessment by Air Quality Consultants Ref J1865/1/F1 dated 11/12/13; Community Involvement Report by Your Shout dated December 2013; Pedestrian Level Wind Microclimate Assessment Desk Study by RWDI Ref 140441D-Final dated 24/12/2013; Energy Statement by Atelier Ten Rev 04 dated 01/05/14;

Code for Sustainable Homes and BREEAM Pre-Assessments by Atelier Ten Rev 05 dated 01/05/14; Daylight, Sunlight and Overshadowing Report by Deloitte, as received 06/05/14; Affordable Housing Statement by GL Hearn dated 03/01/14; Interim Travel Plan by Curtains Ref TPLO1053/ITP dated December 2013; Transport Statement by Curtains Ref TPLO1053TS dated December 2013; Transport Statement - Addendum by Curtains as received 06/05/14; Technical note on the study of Light Pollution in relation to residential accommodation by GIA dated



03/11/2013; G6179/RWF/CEG/MWA, dated 12/02/14; Note on DP13 received 17/02/14; Letter from Aegis dated 17/12/12; Letter from Aegis dated 17/12/13; Letter from Ark dated 03/03/14; Letter from Turley dated 02/05/14 as received 06/05/14; Letter from GL Hearn Ref BR1/165775/010514 - AHS dated 01/05/14; Letter from Turley dated 20/05/14; Letter from Turley dated 30/07/14; Letter from a2 dominion dated 30/07/14;

Reason:

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

Informative(s):

- 1 You are advised that this permission should be read in conjunction with the scheme approved on 18 December 2014 (ref. 2014/0176/P) and subsequently amended on 15/12/2015 (ref.2015/2988/P) and informatives attached to the original decision are still applicable.
- 2 The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: [http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset\\_id=3298006](http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset_id=3298006)

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or queries to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

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

Director of Supporting Communities





Supporting Communities Directorate

**DRAFT**

**DECISION**



NOTES:  
 DO NOT SCALE FROM THIS DRAWING.  
 ALL DIMENSIONS TO BE CHECKED ON SITE.  
 ALL DIMENSIONS AND DISCREPANCIES TO BE  
 REPORTED TO THE ARCHITECT IMMEDIATELY.  
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 OR MECHANICAL, INCLUDING PHOTOCOPIING, WITHOUT  
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 ARCHITECTS.

Revised for Planning 18/07/14 JD B  
 Number for Planning 04/04/14 JD A  
 Date for Planning 20/02/13 JD A  
 Date for Construction 20/02/13 JD A

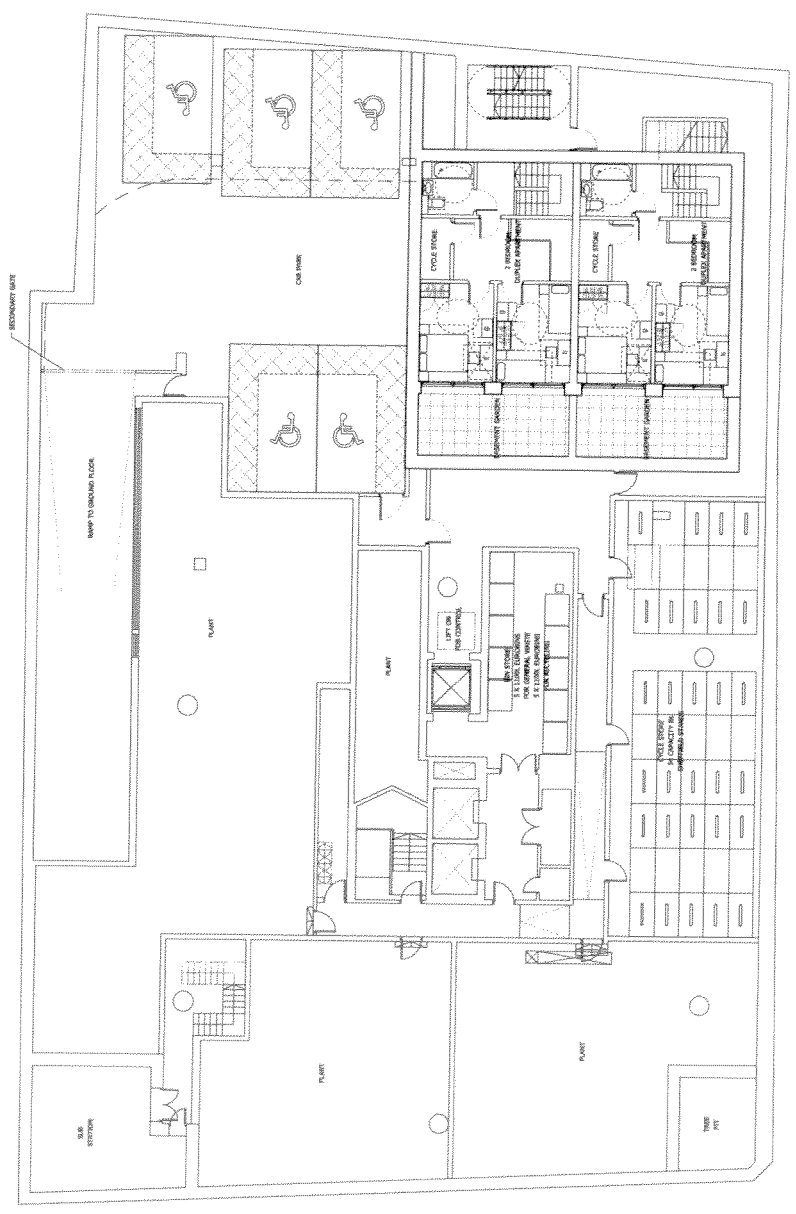
**Squire and Partners**

77 Wilton Street London W1C 1JZ UK  
 T: 020 7275 3000 F: 020 7229 0476  
 info@squireandpartners.com  
 www.squireandpartners.com

Project:  
**Parkier Tower**

Drawing:  
**Basement 1  
 Proposed**

Drawn: MJ Date: 11/09/2013 Scale: 1:1000  
 Job number: 110555 Drawing number: 110555\_P\_B1\_C6-45\_001  
 Revision: B





**APPROVED**

**PLANNING**

NO.	DATE	BY	REVISION

**A&Q**  
PARTNERSHIP

CLIENT: BHP Paribas Real Estate

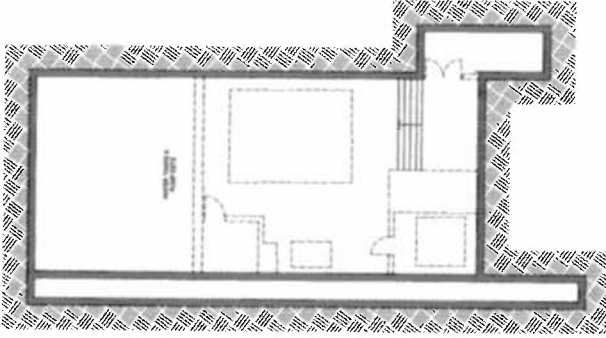
PROJECT: Paribas Tower, Covent Garden, London

PROPOSED: Proposed Basement/Sub-Basement Plan

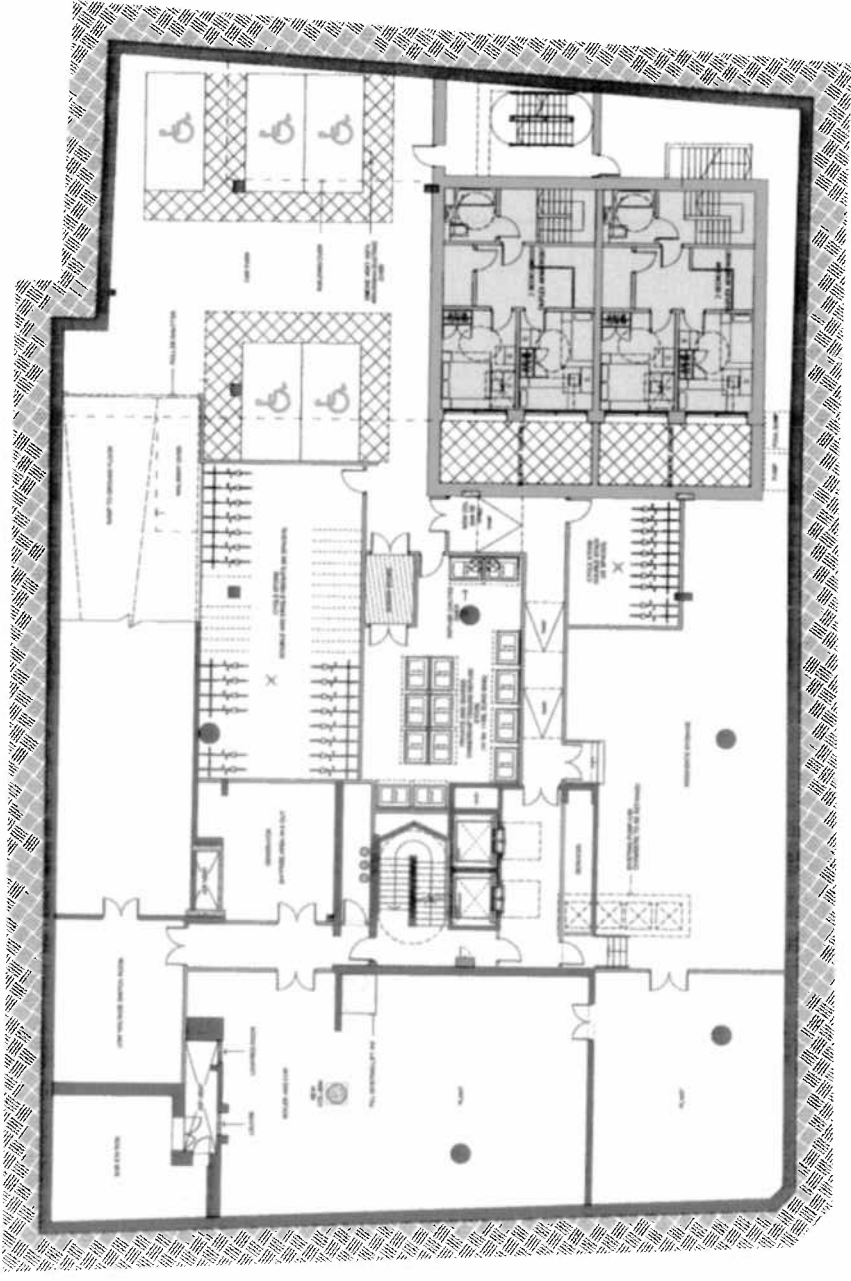
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DRAWING NO: 151/25A-01P0000 REVISION: A

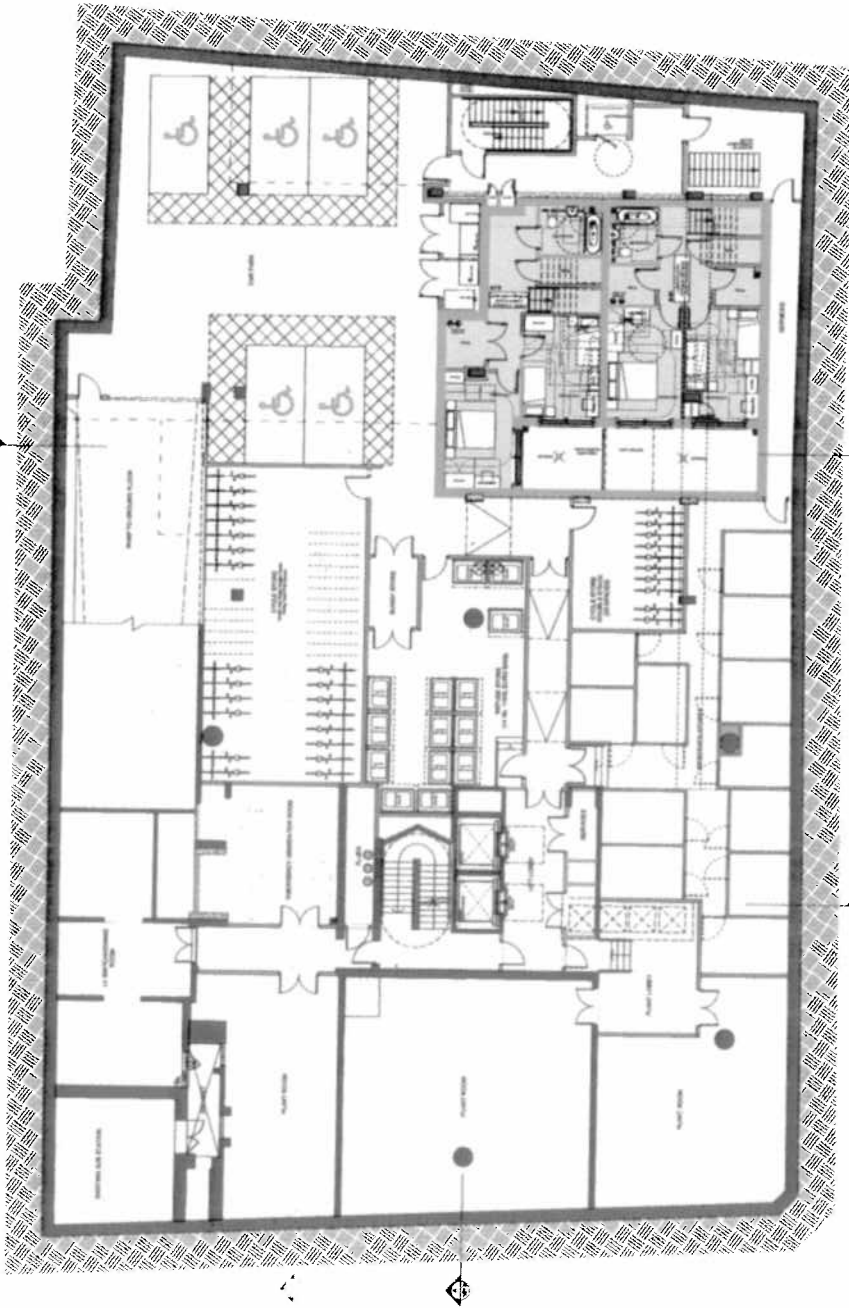
**A&Q PARTNERSHIP (LONDON) LTD**  
151, 25A, GERRARD STREET, LONDON W1D 6PF  
TEL: 020 7493 4000 FAX: 020 7493 4001  
WWW.A&QPARTNERSHIP.CO.UK



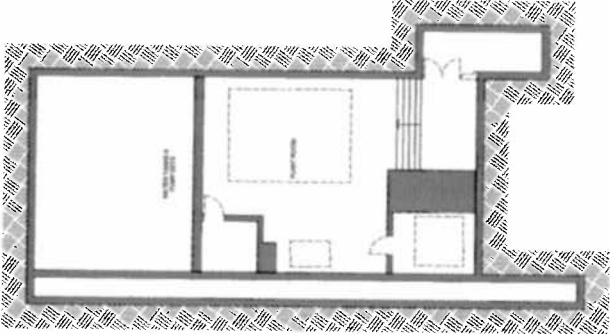
PROPOSED SUB-BASEMENT







PROPOSED SUB-BASEMENT



151 25A-01P0000  
 151 25A-01P0000  
 151 25A-01P0000

**PLANNING**  
 DRAWING NO: 151 25A-01P0000  
 DATE: 15/11/2011  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

**A&Q**  
 PARTNERSHIP  
 BNP Paribas Real Estate

PROJECT:  
 Parker Tower  
 Covent Garden, London

DRAWING NO: 151 25A-01P0000  
 DATE: 15/11/2011  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

PROPOSED BASEMENT/SUB-BASEMENT PLAN

SCALE: 1:100 @ A1 SIZE  
 DRAWING NO: 151 25A-01P0000  
 DATE: 15/11/2011

A&Q PARTNERSHIP (LONDON) LTD  
 151 25A-01P0000  
 151 25A-01P0000  
 151 25A-01P0000





# A&Q

PARTNERSHIP

Client: BHP Petroleum Retail Estate

Project: Petrol Tower, Covent Garden, London

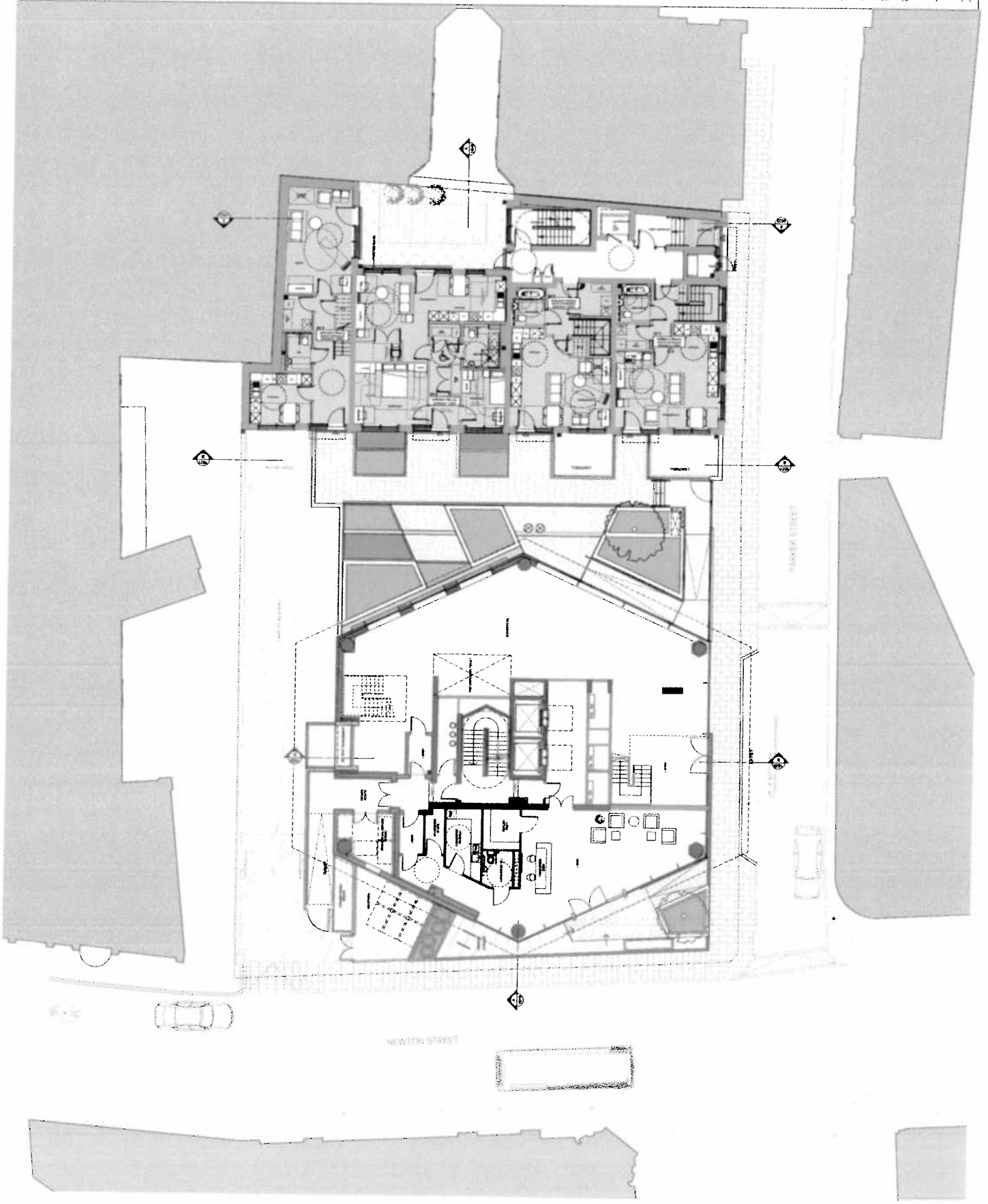
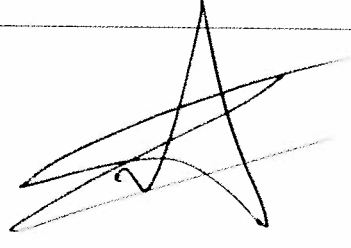
Proposed Ground Floor Plan

Scale: 1:1000  
Date: 15/12/2007  
Drawing No: 15/12/2007/1000

Drawn by: [Name]  
Checked by: [Name]  
A&Q PARTNERSHIP (LONDON) LTD  
15/12/2007/1000

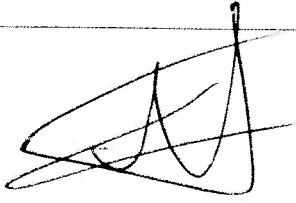
## PLANNING

NO.	DATE	BY	REVISED





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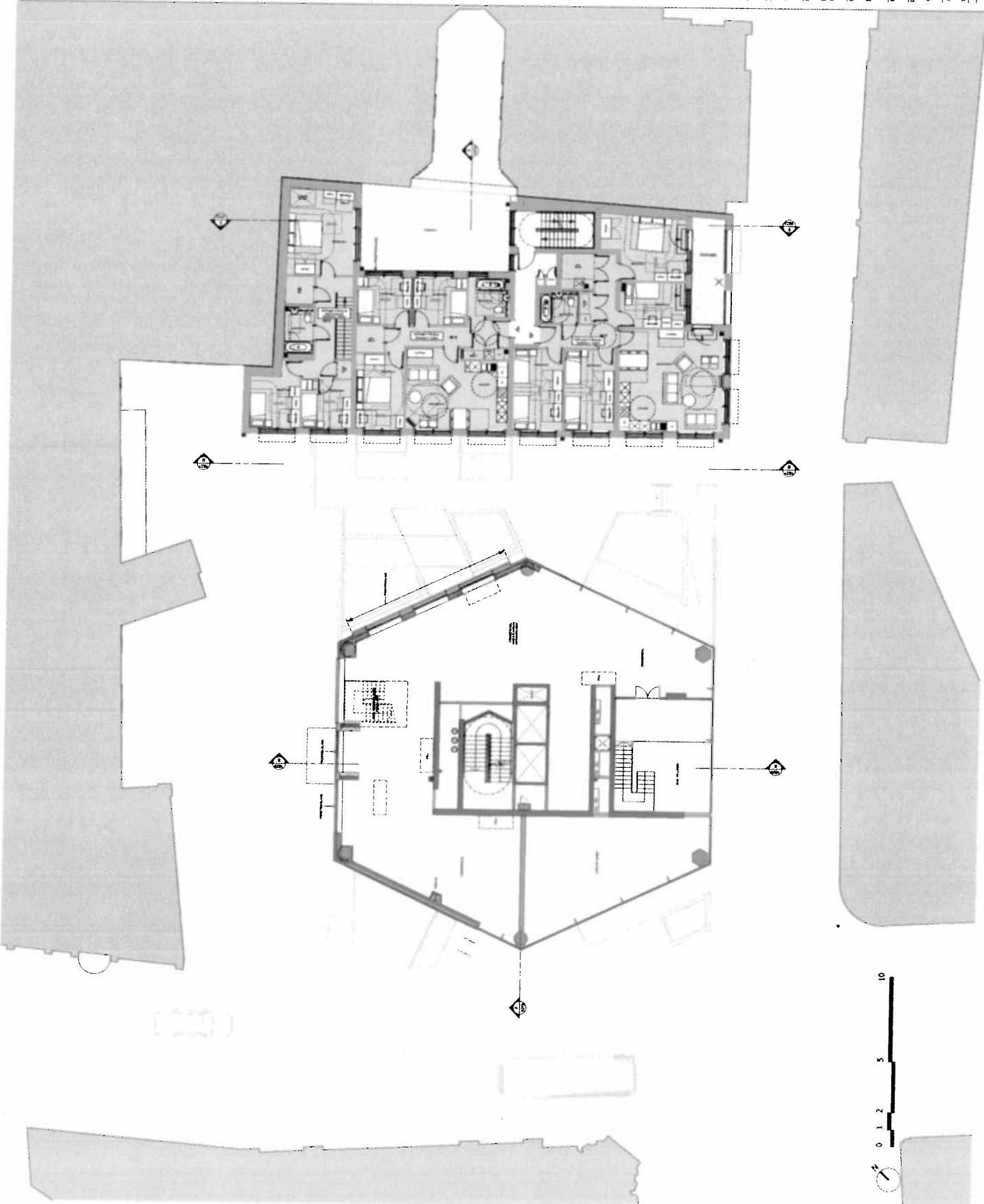
### PLANNING

REVISION	DATE	BY	CHKD	DATE
1				
2				
3				
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5				
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10				

# A&Q

## PARTNERSHIP

**CLIENT:** BHP Paribas Real Estate  
**PROJECT:** Paribas Tower, Covent Garden, London  
**REVISIONS:**  
**Proposed First Floor Plan**  
**SCALE:** 1:100 @ A1 SIZE  
**DATE:** 09/09/2010  
**DESIGNED BY:** 15125AR01P1001  
**REVISION:** A  
**A&Q PARTNERSHIP (LONDON), LTD**  
151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000





FOR PLANNING

*[Handwritten signature]*

FOR PLANNING

NO. OF FLOORS	10
NO. OF STORIES	10
NO. OF STOREYS	10
NO. OF STOREYS	10
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NO. OF STOREYS	10
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**A&Q**

PARTNERSHIP

CLIENT  
PARSER TOWER LIMITED

PROJECT  
PARSER TOWER  
COVERT GARDEN

DRAWING  
SECOND FLOOR PROPOSED

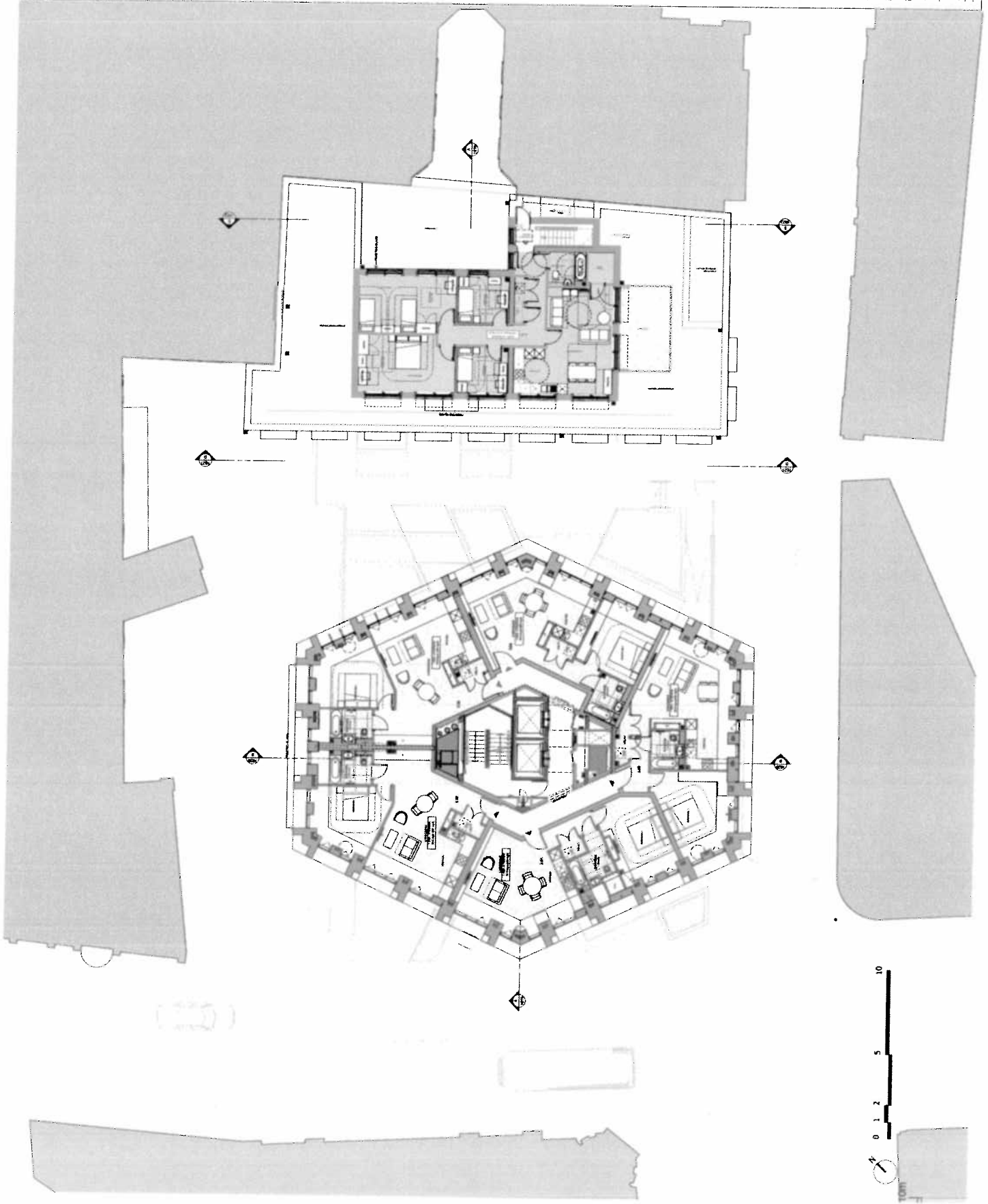
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1:500 @ A3  
1:1000 @ A4

DATE  
APRIL 2011

REF NO  
15120A0201002

REV  
A

A&Q PARTNERSHIP (LONDON) LTD  
100, LIME BUILDING, 1, LONDON WALL, LONDON, EC 6A 3DF  
TEL: 020 7424 2000 FAX: 020 7424 2001  
WWW.A&Q.CO.UK





100% COMPLETE  
100% COMPLETE  
100% COMPLETE

*[Handwritten signature]*

### FOR PLANNING

NO. DRAWING	DATE
100	10/01/03
REVISED	DATE
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4	10/01/03
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6	10/01/03
7	10/01/03
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10	10/01/03

# A&Q

PARTNERSHIP

CLIENT  
PARKER TOWER LIMITED

PROJECT  
PARKER TOWER  
CONVENT GARDEN

DATE  
10/01/03

SCALE  
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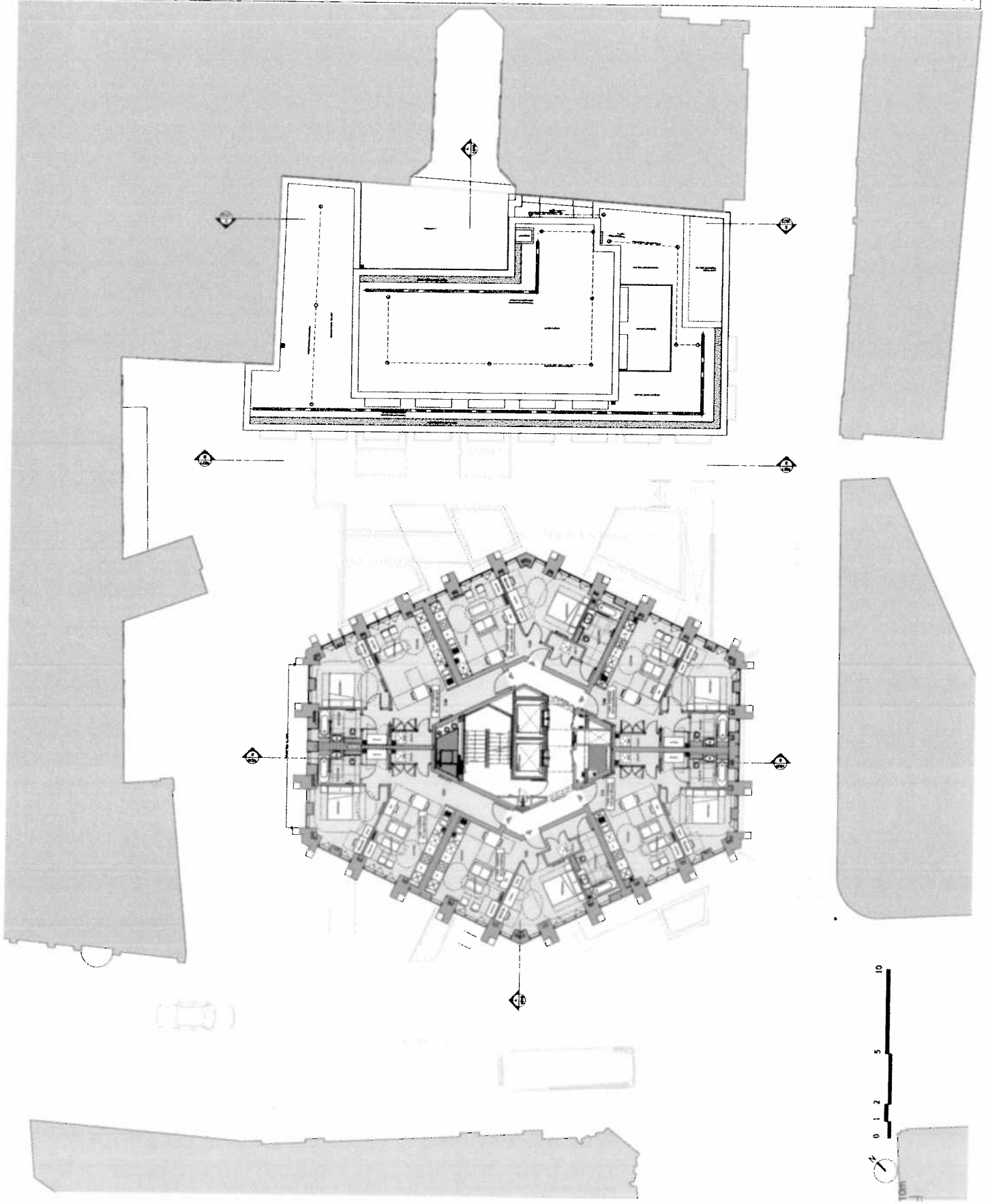
THIRD FLOOR PROPOSED

DATE  
10/01/03

DRAWN BY  
10125A/JDP/1003

CHECKED BY  
A

100% COMPLETE  
100% COMPLETE  
100% COMPLETE







3.2 Clause 2.5 of the Original Agreement as amended by the First Deed of Variation shall be deleted and replaced with the following clause:

“Affordable Rent Housing Units” the 7 units of Affordable Rent Housing forming part of the Development comprising 3x2 bedroom units 2x3 bedroom units and 2x4 bedroom units as shown marked “Affordable Rented” on plans 11055 P\_B1\_C645\_001B, 11055 P\_00\_C645\_001 Rev E, 11055 P\_01\_C645\_001 Rev D, and 11055 P\_02\_C645\_001 Rev F in the event that the Planning Permission is Implemented or plans 15125 A-01P0009A, 15125 AX00P1000, 15125 AX01P1001 and 15125 AX02P1002 in the event that the Variation Permission is Implemented or on plans 15125 A-01P0009B, 15125 AX00P1000A 15125 AX01P1001A and 15125 AX02P1002A in the event the Second Variation Permission is implemented

3.3 Clause 2.21 of the Original Agreement shall be deleted and replaced with the following clause

“Employment Space” the employment space to be provided as part of the Development as identified on plans 11055 P\_00\_C645\_001 Rev E and 11055 P\_01\_C645\_001 Rev D in the event the Planning Permission is Implemented or as identified on plans 15125AX00P1000 and 15125 AX01P1001 in the event the Variation Permission is Implemented or as identified on plans 15125 AX00P1000A and 15125AX01P1001A in the event the Second Variation Permission is Implemented

3.4 Clause 2.31 of the Original Agreement shall be deleted and replaced with the following clause

“Intermediate Housing Units” the 6 units of Intermediate Housing forming part of the Affordable Housing Units comprising 6 x 1

bedroom units the same as shown marked "Shared Ownership" on plan 11055 P\_03\_C645\_001 Rev C in the event the Planning Permission or Variation Permission are Implemented or on plan 15125AX03P1003A in the event the Second Variation Permission is Implemented

- 3.5 Clause 2.18 in the Original Agreement, as amended and renumbered by the First Deed of Variation (renumbered clause 2.16), shall be deleted and replaced with following the new clause:

"the Development"                      the development of the Property pursuant to the Planning Permission or the Variation Permission or the Second Variation Permission

- 3.6 Clause 6.9 in the Original Agreement shall be deleted and replaced with the following new clause 6.9:

Subject the provisions of paragraph (i) – (iii) below the restriction contained the Affordable Housing obligation at clause 4.1 of this Agreement shall not be binding on a mortgagee or chargee or receiver ("collectively the Chargee") of the Registered Provider of the Affordable Housing Units no any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such receiver or Chargee in possession provided t:

- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- (ii) In the event of receipt of a Default Notice the Council shall for a period of twelve (12) weeks from receipt of the Default Notice ("the Specified Period") seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units PROVIDED THAT in identifying another Registered Provider the Council shall have given due recognition

to the interests of the Chargee to recover any outstanding monies due to the Chargee under the charge or mortgage.

- (iii) (Pursuant to sub-clause 6.9(ii) hereof) in the event of the Council identifying another Registered Provider within the Specified Period the Council shall propose a time period to the Chargee to secure the transfer and the Council and the Chargee shall use their respective reasonable endeavours to secure such transfer within the proposed time period or as soon as practicable.
- (iv) In the Council having failed to identify another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units (pursuant to clause 6.9 hereof) within the Specified Period then should the Chargee or such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub-clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as well as any person deriving title therefrom
- (v) For the purpose of sub-clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all the following recipients (or their successor position or title) quoting the address of the property and planning reference 2015/7249/P for the Default Notice to be properly served:
  - a. The Chief Executive;
  - b. The Director of Culture and Environment;
  - c. The Assistant Director Regeneration and Planning;
  - d. The Planning Obligations Monitoring Officer; and
  - e. The Borough Solicitor.

3.7 The plans appended to this Agreement shall be taken as having been appended to the Original Agreement.

**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.

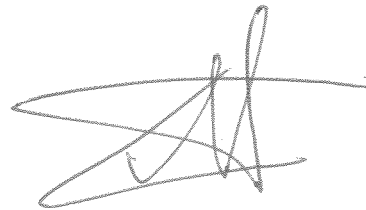
5.2 If the Second Variation Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement or by the request of the Owner) this Agreement shall forthwith determine and shall cease to have effect.

**6. MORTGAGEE'S CONSENT**

6.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it but for the avoidance of doubt the Mortgagee agrees to be bound by the obligations only in the event that it becomes a mortgagee in possession.

**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 )  
PARKER TOWER LIMITED )  
acting by a Director )  
in the presence of: - )



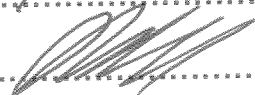
.....  
Thomas Charvet

Director

Witness name: SHAWN LYONS .....

Address: 5 Aldermanbury Sq .....

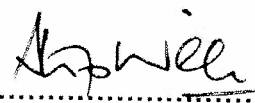
London, EC2U 7BP .....

Signature:  .....


EXECUTED as a Deed )  
BNP PARIBAS by its duly )  
Authorised Signatories pursuant to )  
a power of attorney dated )  
in the presence of: - )



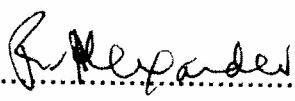
..... Serge BACCONNIER  
Authorised Signatory



.....  
Authorised Signatory STEPHEN NEVILLE

Witness name: ..Roman SIFON.....  
Address: ..26 Leighton Road.....  
.....NW3 5PB LONDON.....  
Signature: .......

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

..........  
Authorised Signatory



