

Mr Leon Kalkwarf
Kalkwarf Architects
46 - 48 Grosvenor Gardens
London
SW1W0EB

Application Ref: **2016/0680/P**
Please ask for: **Rob Tulloch**
Telephone: 020 7974 **2516**

14 February 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Variation or Removal of Condition(s) Granted Subject to a Section 106 Legal Agreement

Address:
143 Adelaide Road
London
NW3 3NL

Proposal:

Removal of rooflights and rooftop railings, increase in height to underground parking entrance and alterations to house E namely increase in height by 500mm and width by 600mm as an amendment to planning permission granted on 22/05/14 (ref 2012/3923/P) for redevelopment of site to provide 5 x 4 bedroom houses with basement car parking following demolition of existing public house

Drawing Nos: Superseded plans: 103 Rev B; 104 Rev B; 105 Rev A; 201 Rev B; 301 Rev C

Proposed plans: P004 Rev B; P005 Rev B; P006 Rev B; P007 Rev C; P008 Rev C

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 For the purposes of this decision, Condition 2 of planning permission 2012/3923/P



granted on 22/05/2014 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: 1736-02; 1687: 01B; 02B; 03B; ADL: 100A; 101C; P003 Rev A; P004 Rev B; P005 Rev B; P006 Rev B; 106; P007 Rev C; P008 Rev C.

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

Informative(s):

- 1 You are advised that this decision relates only to the changes set out in the description and on the application form and shall only be read in the context of the substantive permission granted on 22/05/14 under reference 2012/3923/P and is bound by all the conditions and obligations attached to that permission.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce
Executive Director Supporting Communities

DATED

14TH FEBRUARY

2016

(1) ELSWORTHY RISE PROPERTIES LIMITED

-and-

(2) ABC INTERNATIONAL BANK PLC

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 22 May 2014
Between the Mayor and the Burgesses of the
London Borough of Camden,
Gas Spring Limited, Urban Leisure (Primrose Hill) Limited
and National Westminster Bank PLC
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
THE ADELAIDE, 143 ADELAIDE ROAD, LONDON NW3 3NL

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

Tel: 020 7974 6007

Legal/JL/1685.3048
DoV v FINAL

THIS DEED is made on the 14th day of February 2017

BETWEEN

1. **ELSWORTHY RISE PROPERTIES LIMITED** (incorporated in Jersey) of Elizabeth House, 9 Castle Street, St. Helier, Jersey, JR2 3RT and whose address for service in the UK is C/O JTC 48 Charles Street London W1J 5EN (hereinafter called "the Owner") of the first part
2. **ABC INTERNATIONAL BANK PLC** (Co. Regn. No. 02564490) of 1-5 Moorgate, London EC2R 6AB (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, Gas Spring Limited, Urban Leisure (Primrose Hill) Limited and National Westminster Bank PLC entered into an Agreement dated 22 May 2016 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 LN47759 subject to a charge to the Mortgagee.
- 1.3 The Mortgagee is the registered proprietor of the charge dated 12 August 2014 (the charge in favour of National Westminster Bank PLC referred to in the Existing Agreement having been discharged) and which is referred to in the charges register of title number LN47759 and has agreed to enter into this Deed to give its consent to the terms of this Deed.
- 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 of the Property should be restricted or regulated in accordance with this Deed.

- 1.6 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 8 February 2016 for which the Council resolved to grant permission conditionally under reference 2016/0680/P subject to the conclusion of this Deed.
- 1.7 This Deed of Variation is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.
- 1.8 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 Deed 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 Deed.
- 2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 Where in this Deed 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.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Agreement and shall not effect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 4, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

2.7 References in this Deed to the Owner and Mortgagee shall include their successors in title.

2.8 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.8.1 "Deed" this Deed of Variation made pursuant to Section 106A of the Act

2.8.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 22 May 2014 made between the Council, Gas Spring Limited, Urban Leisure (Primrose Hill) Limited and National Westminster Bank PLC

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 22 May 2016 referenced 2012/3923/P allowing the redevelopment of site to provide 5 x 4 bedroom houses with basement car parking (Class C3) following demolition of existing public house (Class A4)

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" the development permitted by planning application reference 2012/3923/P allowing the redevelopment of site to provide 5 x 4 bedroom

houses with basement car parking (Class C3) following demolition of existing public house (Class A4) with amendment to allow removal of rooflights and rooftop railings, increase in height to underground parking entrance and alterations to house E namely increase in height by 500mm and width by 600mm as shown on drawing numbers 1736-02; 1687: 01B; 02B; 03B; ADL: 100A; 101C; P003 Rev A; P004 Rev B; P005 Rev B; P006 Rev B; 106; P007 Rev C; P008 Rev C

3.1.2 "Planning Permission" the planning permission for the Development under reference number 2016/0680/P granted 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 to the Council and validated on 8 February 2016 and given reference number 2016/0680/P

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2012/3923/P" shall be replaced with "Planning Permission reference 2016/0680/P".

3.3 The reference in clause 2.19 of the Existing Agreement to 'the Mortgagee' shall instead be construed as a reference to the Mortgagee specified in this Deed.

3.4 The draft planning permission reference 2016/0680/P annexed to this Deed shall be treated as annexed to the Existing Agreement.

3.5 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

4. **COMMENCEMENT**

- 4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced 2016/0680/P.

5 **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

- 5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

6. **REGISTRATION AS LOCAL LAND CHARGE**

- 6.1 This Deed shall be registered as a Local Land Charge

7 **MORTGAGEE'S EXEMPTION & RELEASE**

- 7.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent to the intent that the obligations contained in the Existing Agreement (as modified by this Deed) shall be binding on the Property and that the security of the mortgage/charge over the Property shall take effect subject to the Existing Agreement (as modified by this Deed) PROVIDED THAT the Mortgagee shall only be liable for any breach of such obligations in the event that it becomes a mortgagee in possession of the Property.
- 7.2 The Mortgagee nor its successors in title or anyone deriving title from it shall be liable for or be bound by the obligations contained in the Existing Agreement (as modified by this Deed) in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Owner and the Mortgagee has caused this Deed to be executed as a Deed the day and year first above written.

EXECUTED AS A DEED BY)
ELSWORTHY RISE PROPERTIES LIMITED)
was hereunto affixed)
in the presence of:-)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED by)
ABC INTERNATIONAL BANK PLC)
acting by two authorised signatories)

.....
Duly Authorised Signatory

.....
Duly Authorised Signatory

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

.....
Duly Authorised Officer



Kalkwarf Architects
46 - 48 Grosvenor Gardens
London
SW1W0EB

Application Ref: **2016/0680/P**

11 May 2016

Dear Sir/Madam

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:
143 Adelaide Road
London
NW3 3NL

Proposal:

Removal of rooflights and rooftop railings, increase in height to underground parking entrance and alterations to house E namely increase in height by 500mm and width by 600mm as an amendment to planning permission granted on 22/05/14 (ref 2012/3923/P) for redevelopment of site to provide 5 x 4 bedroom houses with basement car parking following demolition of existing public house

Drawing Nos: Superseded plans: 103 Rev B; 104 Rev B; 105 Rev A; 201 Rev B; 301 Rev C

Proposed plans: P004 Rev B; P005 Rev B; P006 Rev B; P007 Rev C; P008 Rev C

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 2 of planning permission 2012/3923/P granted on 22/05/2014 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: 1736-02; 1687: 01B; 02B; 03B; ADL: 100A; 101C; P003 Rev A; P004 Rev B; P005 Rev B; P006 Rev B; 106; P007 Rev C; P008 Rev C.

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

DRAFT

Informative(s):

- 1 You are advised that this decision relates only to the changes set out in the description and on the application form and shall only be read in the context of the substantive permission granted on 22/05/14 under reference 2012/3923/P and is bound by all the conditions and obligations attached to that permission.

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

DECISION

Supporting Communities Directorate

DATED

14TH FEBRUARY

2016⁷

(1) ELSWORTHY RISE PROPERTIES LIMITED

-and-

(2) ABC INTERNATIONAL BANK PLC

-and-

**(3) THE MAYOR AND THE BURGESSES OF
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