

DATED

*12<sup>th</sup> December*

2017

- 1) **BELSIZE GARAGES PROJECT LIMITED**  
and
- 2) **HERITABLE DEVELOPMENT FINANCE LIMITED**  
and
- 3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

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**SECOND DEED OF VARIATION**

Relating to the S106 agreement dated 20<sup>th</sup> January 2016  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Belsize Garages Project Limited and Heritable Development Finance Limited

as varied by the S106 agreement dated 9<sup>th</sup> February 2017  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Belsize Garages Project Limited and Heritable Development Finance Limited

under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as

**Village Close Garages, Belsize Lane London NW3 5AS**

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

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CLS/COM/PM/1800.464  
2017/4029/P  
v1 071117



THIS DEED is made on the *12<sup>th</sup>* day of *December* 2017

**BETWEEN**

- i. **BELSIZE GARAGES PROJECT LIMITED** (Registered Company number: 05505317) of Suite 2 Fountain House 1a Elm Park Stanmore Middlesex HA7 4AU and care of Hillview House, 1 Hallswelle Parade, Finchley Road, London NW11 0DL (hereinafter called "the Owner") of the first part
- ii. **HERITABLE DEVELOPMENT FINANCE LIMITED** (Co. Regn. No. 08606584) of Reliance House, Sun Pier, Medway Street, Chatham ME4 4ET (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

**WHEREAS:**

- 1.1 The Council the Mortgagee and the Owner entered into an Agreement dated 20<sup>th</sup> January 2016 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, the Owner and the Mortgagee entered into the First Deed of Variation dated 9<sup>th</sup> February 2017 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. *NGL 257 868*.
- 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 (as previously varied) was submitted to the Council by the Owner and validated on 13<sup>th</sup> July 2017 for which the Council resolved to grant permission conditionally under reference 2017/4029/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 varied) 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 (as varied) the parties hereto have agreed to vary the terms of the Existing Agreement (as amended) as hereinafter provided.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL257868 and dated 5<sup>th</sup> May 2016 is willing to enter into this Agreement to give its consent to the same.

## 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 (as varied) 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, 3, 5, 6 and 7 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 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 “Application for First  
Material Amendments”

an planning application for the First Material Amendments in respect of the Property submitted to the Council and validated on the 16<sup>th</sup> March 2016 conditionally granted approval by the Council under reference number 2016/1437/P on the 9<sup>th</sup> February 2017 following the completion of the First Deed of Variation

2.8.2 “Application for Second  
Material Amendments”

the application for Second Material Amendments in respect of the Property submitted to the Council and validated on the 4<sup>th</sup> August 2017 for which a resolution to grant approval has been made conditionally by the Council under reference number 2017/4029/P subject to the conclusion of this Deed

2.8.2 “Deed”

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

2.8.3 “Existing Agreement”

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 20<sup>th</sup> January 2016 made between the Owner and the Council and BM Samuels Finance Group Plc and PSFP3000 Limited

2.8.4 “First Deed of Variation”

the deed of variation made under s106A of the Town and Country Planning Act 1990 (as amended) in respect of the Property dated 9<sup>th</sup> February 2017 made between the Council, the Owner and the Mortgagee

**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”

Demolition of existing garages and redevelopment of the site to provide a part three part four storey building comprising of 7 units and basement level for provision of parking, associated access and landscaping as shown on 080-01, 010-SU, 010-00 Rev P3, 010-01 Rev P3, 010-02 Rev P3, 010-03 Rev P3, 040-01 Rev P3, 040-02 Rev P3, 040-03 Rev P3, 040-04 Rev P3, Basement Impact Assessment by CGL dated February 2013, Arboricultural Impact Assessment Report by Landmark Trees dated 27<sup>th</sup> February 2013, Daylight and Sunlight Report by eb7 dated May 2013, Environmental Noise Survey by Hann Tucker Associated dated May 2013 and Sustainability Report and Energy Statement by eb7 dated May 2013 as varied by the First Material Amendments AND further varied by the Second Material Amendments.

3.1.2 "Planning Permission" the Original Planning Permission as varied by the First Material Amendments and further varied by the Second Material Amendments given approval under reference number 2017/4029/P to be issued by the Council substantially in the form of the draft annexed hereto

3.2 The following definition shall be added to the Existing Agreement:-

3.2.1 "the First Material Amendments" Variation of Condition 2 (approved plans) of planning permission 2014/3604/P dated 20/01/16 (for demolition of existing garages and redevelopment of the site to provide a part three part four storey building comprising of 7 units and basement level for provision of parking, associated access and landscaping) namely to reconfigure the internal layout to provide 2 additional units to provide a mix of 5 x 3 bed and 4 x 2 bed and alteration to the rear building line as shown on Superseded plans: 010-00 Rev P3, 010-01 Rev P3, 010-02 Rev P3, 010-03 Rev P3, 040-01 Rev P3, 040-02 Rev P3, 040-03 Rev P3, 040-04 Rev P3 and Daylight and Sunlight report by eb7 dated May 2013. Revised Plans: 3106 050, 3106 051 Rev A, 3106 052, 3106 053, 3106 054, 3106 055, 3106 056, 3106 057, 3106 058, 3106 059, 3106 060 and Daylight and sunlight report by Deloitte dated 26 February 2016.

3.2.2 "the Original Planning Permission" means the planning permission granted by the Council on 20<sup>th</sup> January 2016 referenced

2014/3604/P allowing the Demolition of existing garages and redevelopment of the site to provide a part three part four storey building comprising of 7 units and basement level for provision of parking, associated access and landscaping.

### 3.2.3 "the Second Material Amendments"

Variation of condition 2 (approved plans) of planning permission 2014/3604/P dated 20/01/16 as amended by 2016/1437/P dated 09/02/17 (for demolition of existing garages and redevelopment of the site to provide a part three part four storey building comprising of 9 units and basement level for provision of parking, associated access and landscaping) namely to reconfigure the internal layout to provide 1 additional unit resulting in 3 x 2 bed and 7 x 3 bed as shown on Superseded Plans: 080-01, 010-SU, 3106 050, 3106 051 Rev A, 3106 052, 3106 053, 3106 054 and 3106 055. Revised Plans: WP-0510-A-0099-P-B1 Rev 12, WP-0510-A-0100-P-L0 Rev 14, WP-0510-A-0101-P-L1 Rev 7, WP-0510-A-0102-P-L2 Rev 11 and WP-0510-A-0103-P-L3 Rev 9.

- 3.3 All references in Clause 5 and Clause 6 of the Existing Agreement to "planning reference 2014/3604/P" shall be replaced with "planning permission reference 2014/3604/P and 2017/4029/P".
- 3.4 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.



Hillview House  
1 Hallswelle Parade  
NW11 0DL

Application Ref: **2017/4029/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:  
**Village Close Garages**  
**Belsize Lane**  
**London**  
**NW3 5AS**

Proposal:

**DECISION**  
Variation of condition 2 (approved plans) of planning permission 2014/3604/P dated 20/01/16 as amended by 2016/1437/P dated 09/02/17 (for demolition of existing garages and redevelopment of the site to provide a part three part four storey building comprising of 9 units and basement level for provision of parking, associated access and landscaping) namely to reconfigure the internal layout to provide 1 additional unit resulting in 3 x 2 bed and 7 x 3 bed.

Drawing Nos: Superseded Plans: 080-01, 010-SU, 3106 050, 3106 051 Rev A, 3106 052, 3106 053, 3106 054 and 3106 055.

Revised Plans: WP-0510-A-0099-P-B1 Rev 12, WP-0510-A-0100-P-L0 Rev 14, WP-0510-A-0101-P-L1 Rev 7, WP-0510-A-0102-P-L2 Rev 11 and WP-0510-A-0103-P-L3 Rev 9.

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 the original planning permission 2014/3604/P dated 20/01/2016.

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

- 2 For the purposes of this decision, Condition no.2 of planning permission 2014/3604/P as amended by 2016/1437/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: WP-0510-A-0099-P-B1 Rev 12, WP-0510-A-0100-P-L0 Rev 14, WP-0510-A-0101-P-L1 Rev 7, WP-0510-A-0102-P-L2 Rev 11 and WP-0510-A-0103-P-L3 Rev 9, 3106 056, 3106 057, 3106 058, 3106 059, 3106 060, Basement Impact Assessment by CGL dated February 2013, Arboricultural Impact Assessment Report by Landmark Trees dated 27th February 2013, Daylight and sunlight report by Deloitte dated 26 February 2016, Environmental Noise Survey by Hann Tucker Associated dated May 2013 and Sustainability Report and Energy Statement by eb7 dated May 2013.

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

- 3 All details of windows, doors, railings, balustrade, brick arrangement and facing materials shall be implemented in accordance with the details approved in 2016/5839/P dated 10/02/17.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the Camden Local Plan.

- 4 No 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 buildings, 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 D1 and D2 of the Camden Local Plan.

- 5 Details of tree protection shall be implemented in accordance with the details approved under 2016/2495/P dated 09/09/2016. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy A3 of the Camden Local Plan.

- 6 Prior to commencement on the relevant part of the development, details of the cycle parking at ground floor level and basement level shall be submitted to and approved by the local planning authority in writing. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the Camden Local Plan.

- 7 Prior to the commencement of the relevant part of the development details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies A3, CC2 and CC3 of the Camden Local Plan.

- 8 Details of the basement engineer shall be in accordance with the details approved under 2016/2495/P dated 09/09/2014. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy A5 of the Camden Local Plan.

- 9 No development shall take place until full details of 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 D1, D2 and A3 of the Camden Local Plan,

- 10 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 or prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. 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 D1, D2 and A3 of the Camden Local Plan.

- 11 Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change and demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CC2 and CC3 of the Camden Local Plan.

- 12 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 A6 of the Camden Local Plan.

- 13 The waste management plan shall be implemented in accordance with the details approved by 2016/2495/P dated 09/09/2016. The facility as approved shall be provided prior to the first occupation of any of the new units 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 policies D1 and CC5 of the Camden Local Plan.

- 14 The door located at basement level between the car parking area and the communal hall shall have an electronic key fob with owners of the car parking spaces only having access to keys.

Reason: To control access to the car parking area for owners of the car parking spaces only and not the occupiers of the residential units in the interests of community safety policy T2 of the Camden Local Plan.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail 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 this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. 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 correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 4 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

- 5 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Supporting Communities Directorate

**DRAFT**

**DECISION**

**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 2017/4029/P.

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

5.1 The Owner agrees to pay the Council 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 EXEMPTION**


7.1 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 as provided in Clause 6.4 in the Existing Agreement and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

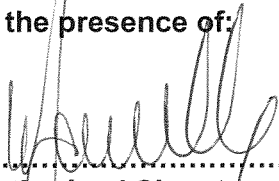
**EXECUTED AS A DEED BY  
BELSIZE GARAGES PROJECT LIMITED  
acting by a director  
in the presence of:-**

)  
)  
)  
)  
) 

.....PAUL GODFREY.....  
Director


Witness signature:   
Witness name: JAMES FRENCH  
Witness address: 66 HARROWES MEADE EDGWARE HAN 8RP  
Witness occupation: LAND MANAGER.

EXECUTED AS A DEED BY )  
HERITABLE DEVELOPMENT FINANCE )  
LIMITED )  
in the presence of: )



.....  
Authorised Signatory

W Sign -  
↑ print name -  
↓ address -  
↓

  
DAVID RIDLEY  
85 NEWMAN STREET  
LONDON  
W1T 3EU

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



.....  
Duly Authorised Officer







DATED

12<sup>th</sup> December

2017

- 1) BELSIZE GARAGES PROJECT LIMITED  
and
- 2) HERITABLE DEVELOPMENT FINANCE LIMITED  
and
- 3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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**SECOND DEED OF VARIATION**

Relating to the S106 agreement dated 20<sup>th</sup> January 2016  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Belsize Garages Project Limited and Heritable Development Finance Limited

as varied by the S106 agreement dated 9<sup>th</sup> February 2017  
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under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as

**Village Close Garages, Belsize Lane London NW3 5AS**

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