

DATED

28 September

2018

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) 6-10 CAMBRIDGE TERRACE DEVELOPMENTS LIMITED

and

(4) CREDIT SUISSE (UK) LIMITED

and

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

DEED OF VARIATION

relating to the Agreement dated 26 April 2017
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
Land at Chester Gate adjacent to Nos. 6-10 Cambridge Terrace
London NW1 4JL

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

Tel: 020 7974 6007

Legal/JL/1800.180
DoV v1

THIS DEED is made on the 28th day of September 2018

BETWEEN

1. **HER MAJESTY THE QUEEN** (hereinafter called "Her Majesty");
2. **THE CROWN ESTATE COMMISSIONERS** of 1 St James's Market, London SW1Y 4AH (hereinafter called "the Commissioners") of the second part;
3. **6-10 CAMBRIDGE TERRACE DEVELOPMENTS LLP** (LLP. Regn. No. OC404108) of 42-50 Hersham Road, Walton-On-Thames KT12 1RZ (hereinafter called "the Owner") of the third part;
4. **CREDIT SUISSE (UK) LIMITED** (Co. Regn. No. 2009520) of Compliance Department, Credit Suisse Private Banking, 16th Floor, Five Cabot Square, London E14 4QR (hereinafter called "the Mortgagee") of the fourth part;
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part;

jointly referred to as 'the Parties'.

WHEREAS:

- 1.1 The Council, Her Majesty, the Commissioners, the Owner and the Mortgagee entered into an Agreement dated 26 April 2017 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Existing Agreement").
- 1.2 Her Majesty is seised of an estate in fee simple free from encumbrances of the Property and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961. Her Majesty and the Commissioners are interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Numbers NGL953578 and NGL953201 subject

to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.

- 1.4 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.
- 1.5 A new planning application in respect of the Development of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 22 January 2018 for which the Council resolved to grant permission conditionally under reference 2018/0194/P subject to the conclusion of this Deed.
- 1.6 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.
- 1.7 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.
- 1.8 For so long as the freehold reversion forms part of The Crown Estate, a covenant by (or implied by) the Freeholder is made (or implied) by the Commissioners acting in exercise of the powers conferred by the Crown Estate Act 1961. No covenants, agreements or obligations are given by Her Majesty or anyone who reigns after Her. No liability is imposed on Her Majesty or anyone who reigns after Her nor on the Commissioners in any personal or private capacity. With effect from the date that the Reversion ceases to form part of The Crown Estate, those covenants are deemed to be made by the person subsequently entitled to the Reversion. All liability of the Commissioners for those covenants will stop from that date.

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 references 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 Deed.
- 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 Deed 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 References in this Deed to the Parties shall include their successors in title.
- 2.7 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 26 April 2017 made between the Council, Her Majesty, the Commissioners, the Owner and the Mortgagee

2.8.3 "the Original Planning Permission" means the planning permission submitted under Council reference 2016/1479/P and granted by the Secretary of State under appeal reference APP/X5210/W/16/3162987 on 19/05/2017, for reinstatement of historic garden on Chester Gate and associated works in accordance with the approved drawings.

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"

(i) in respect of the Planning Permission the development permitted by variation of condition 2 (approved plans) and condition 7 (parking provision) of planning permission reference 2016/1479/P (granted on appeal under reference APP/X5210/W/16/3162987 on 19/05/2017) for the reinstatement of historic garden on Chester Gate and associated works with variations to alter details on the approved plans to reflect ownership of on-street parking bays as shown on the drawings approved by the Planning Permission

(ii) in respect of the Listed Building Consent various works relating to reinstatement of historic garden on Chester Gate, including repositioning of railings and lamp posts, and associated works in accordance with the drawings approved by the Listed Building Consent

3.1.2 "Planning Permission"

the planning permission for the Development under reference number 2018/0194/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 Development of the Property submitted to the Council and validated on 22 January 2018 under reference number 2018/0194/P

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2016/1479/P" shall be replaced with "Planning Permission reference 2018/0194/P".

3.3 The draft planning permission reference 2018/0194/P annexed to this Deed shall be treated as annexed to the Existing Agreement.

3.4 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 3.8 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced 2018/0194/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 EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Deed and agrees that the security of its charges over the Property shall take effect subject to this Deed.

7.2 The Parties agree that the obligations contained in the Existing Agreement (as varied by this Deed) shall not be enforceable against any mortgagee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **INDEMNITY**

- 8.1 In consideration of the Commissioners entering into this Deed the Owner hereby covenants with the Commissioners to observe and perform the obligations herein contained and to indemnify and keep fully indemnified Her Majesty and Her Successors and the Commissioners and their successors from and against all actions proceedings demands costs claims or other liabilities whatsoever arising directly or indirectly by reason of any breach or non-compliance with any condition or obligation or covenant contained within the Existing Agreement (as varied by this Deed) or by reason of the Commissioners covenanting with the Council in the terms set out in the Existing Agreement (as varied by this Deed).
- 8.2 The Owner covenants with the Commissioners that prior to any disposal of its interest in the Property it shall procure that the disponent enters into a deed of indemnity with and in favour of the Commissioners in the same terms as those which are set out at clause 8.1 of the Existing Agreement (as varied by this Deed).

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

**THE OFFICIAL SEAL OF THE
CROWN ESTATE COMMISSIONERS**
was hereto affixed
and authenticated by:-



Oliver Douglas Smith
Authorised by the Crown Estate Commissioners

EXECUTED AS A DEED BY
6-10 CAMBRIDGE TERRACE
DEVELOPMENTS LLP
acting by a Director and its Secretary
or by two Directors

)
)
)
)
)

[Handwritten signature]
.....
Director

.....
Director/Secretary

EXECUTED AS A DEED
BY CREDIT SUISSE (UK) LIMITED
By an Authorised Signatory
in the presence of:-

) *[Signature]*
)
) MAI BRITAIN
)
)
[Signature]
CHRIS COUMANIDIS

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

)
)
)
)
)

[Signature]
.....
Authorised Signatory



Montagu Evans
5 Bolton Street
London
W1J 8BA

Application Ref: **2018/0194/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:

**Land at Chester Gate adjacent to Nos. 6-10 Cambridge Terrace
London
NW1 4JL**

Proposal:

DECISION
Variation of condition 2 (approved plans) and condition 7 (parking provision) of planning permission reference 2016/1479/P (appeal allowed APP/X5210/W/16/3162987 dated 19/05/2017, for reinstatement of historic garden on Chester Gate and associated works), namely to alter details on the approved plans to reflect ownership of on-street parking bays.

Drawing Nos:

Chester Gate Landscape Report: Garden Works (dated 02/03/2016); Transport Statement (dated March 2016); Heritage Statement (dated March 2016); Design & Access Statement (dated March 2016); 622.01 (PP) 001 Rev PP1; 622.01 (PP) 002 Rev PP1; 622.01 (MP) 001; 622.01 (CD) 001; 622.01 (SC) 001 Rev RJH; 622.02 (SC) 001 Rev P2; 622.02 (SC) 002 Rev P2; 622.02(SC) 003 Rev P2; 622.01 (RP) 006 rev.A; 2013 TR008.

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 ref 2016/1479/P dated 19/05/2017.

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

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

Chester Gate Landscape Report: Garden Works (dated 02/03/2016); Transport Statement (dated March 2016); Heritage Statement (dated March 2016); Design & Access Statement (dated March 2016); 622.01 (PP) 001 Rev PP1; 622.01 (PP) 002 Rev PP1; 622.01 (MP) 001; 622.01 (CD) 001; 622.01 (SC) 001 Rev RJH; 622.02 (SC) 001 Rev P2; 622.02 (SC) 002 Rev P2; 622.02(SC) 003 Rev P2; 622.01 (RP) 006 rev.A; 2013 TR008.

Reason:

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

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

b) Drawings at 1:10 of new railings.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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 hard and soft landscaping have been submitted to and approved by the local planning authority in writing. 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 policies DP24 and DP25 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 the approval of details, unless otherwise agreed in writing with the local planning authority. 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 policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 6 No development shall commence before a contract has been entered into with the Local Highway Authority (Crown Estate Paving Commission) to secure the proposed works to the highway, footpath and parking layout.

Reason: To ensure that the safety and efficiency and quality of the road network is maintained in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 7 For the purposes of this decision, condition 7 of permission reference 2016/1479/P (allowed by appeal under reference APP/X5210/W/16/3162987) shall be replaced with the following condition:

REPLACEMENT CONDITION 7

The whole of the car parking provision shown in red on drawing number 622.01 (RP) 006 rev.A shall be provided prior to the commencement of works to create the garden. Thereafter the whole of the car parking provision shown in red shall be retained and used for no purpose other than for the parking of vehicles.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policies A1, T1 and T3 of the Camden Local Plan (2017).

Informative(s):

- 1 Reason for granting permission:

The revised parking layout shall maintain the same number of spaces (12) as the previously approved scheme, however the annotation shows that the 6 spaces on Chester Gate not owned by the applicant are existing and are to be retained and 6 new spaces located within the applicant's ownership will be provided. Highways officers have raised no objection to the revision relating to ownership.

The proposed changes would not impact on the amenity of neighbouring occupiers in terms of loss of privacy, light or overlooking.

No comments were received during the statutory consultation period. The site's planning history was taken into account when coming to this decision. The full impact of the proposed scheme has already been assessed by virtue of the previous permission granted on 19/05/2017 under appeal reference number APP/X5210/W/16/3162987 (planning ref. 2016/1479/P).

The proposed development is in general accordance with policies A1, D1, D2 and T1 of the Camden Local Plan 2017.

- 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.

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



DATED

28 September

2018

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) 6-10 CAMBRIDGE TERRACE DEVELOPMENTS LIMITED

and

(4) CREDIT SUISSE (UK) LIMITED

and

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

DEED OF VARIATION

relating to the Agreement dated 26 April 2017
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
**Land at Chester Gate adjacent to Nos. 6-10 Cambridge Terrace
London NW1 4JL**

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Borough Solicitor
London Borough of Camden
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Tel: 020 7974 6007

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DATED

28 September

2018

(1) 1 CHESTER GATE LIMITED

and

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

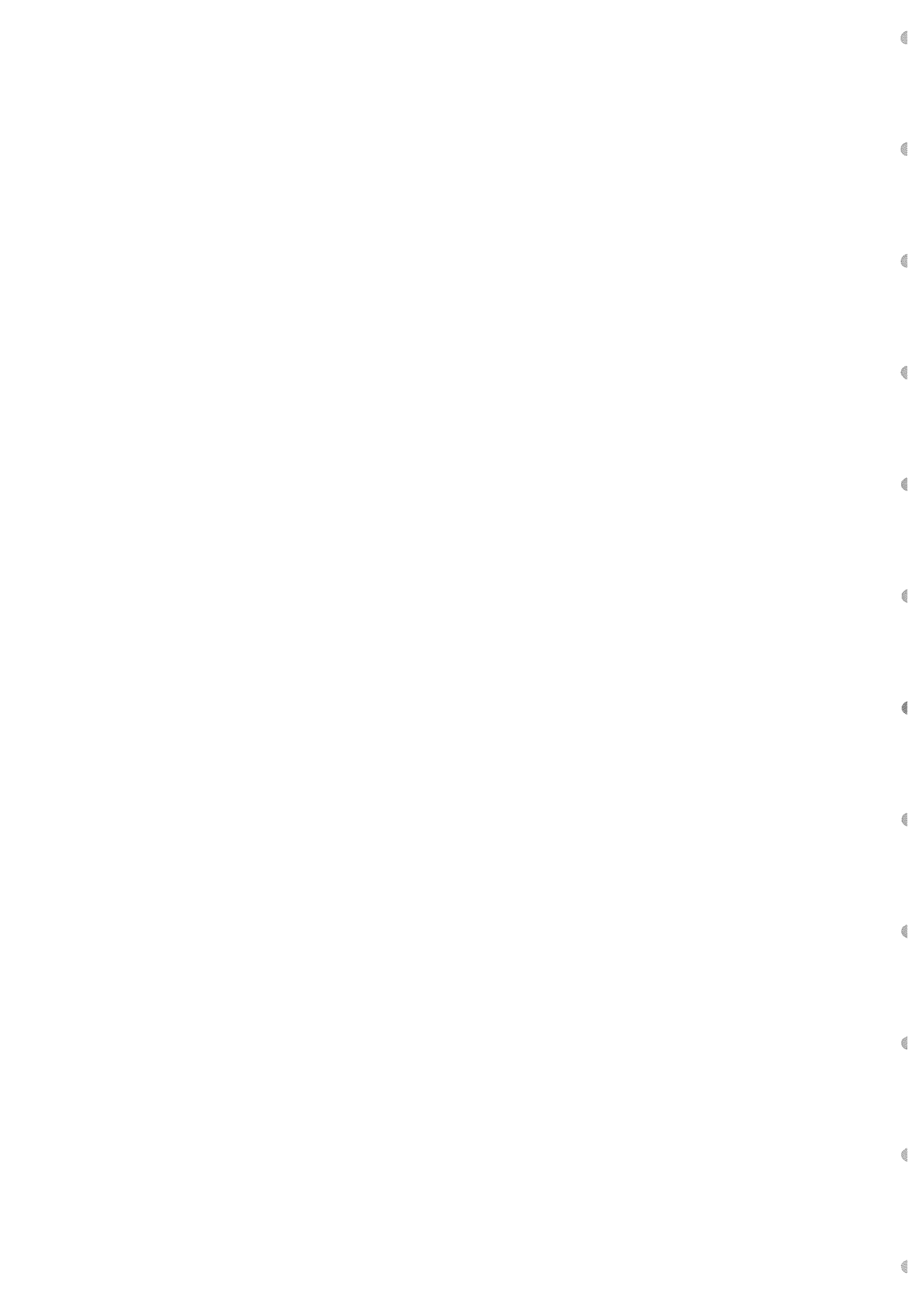
CONFIRMATORY DEED

relating to the Agreement dated 26 April 2017
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
**Land at Chester Gate adjacent to Nos. 6-10 Cambridge Terrace
London NW1 4JL**

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

Tel: 020 7974 6007

Legal/JL/1800.180
DoV v1



THIS DEED is made on the day of 2018

BETWEEN

1. **1 CHESTER GATE LIMITED** (incorporated in Guernsey) of Martello Court, Admiral Park, St Peter Court, Guernsey, GY1 3HB and whose address for service in the United Kingdom is CPC London Limited, 39 Sloane Street, London SW1X 9LP (hereinafter called "the Beneficial Owner") of the first part; and

2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part;

jointly referred to as 'the Parties'.

WHEREAS:

- 1.1 This Deed is Supplemental to the Section 106 Agreement.

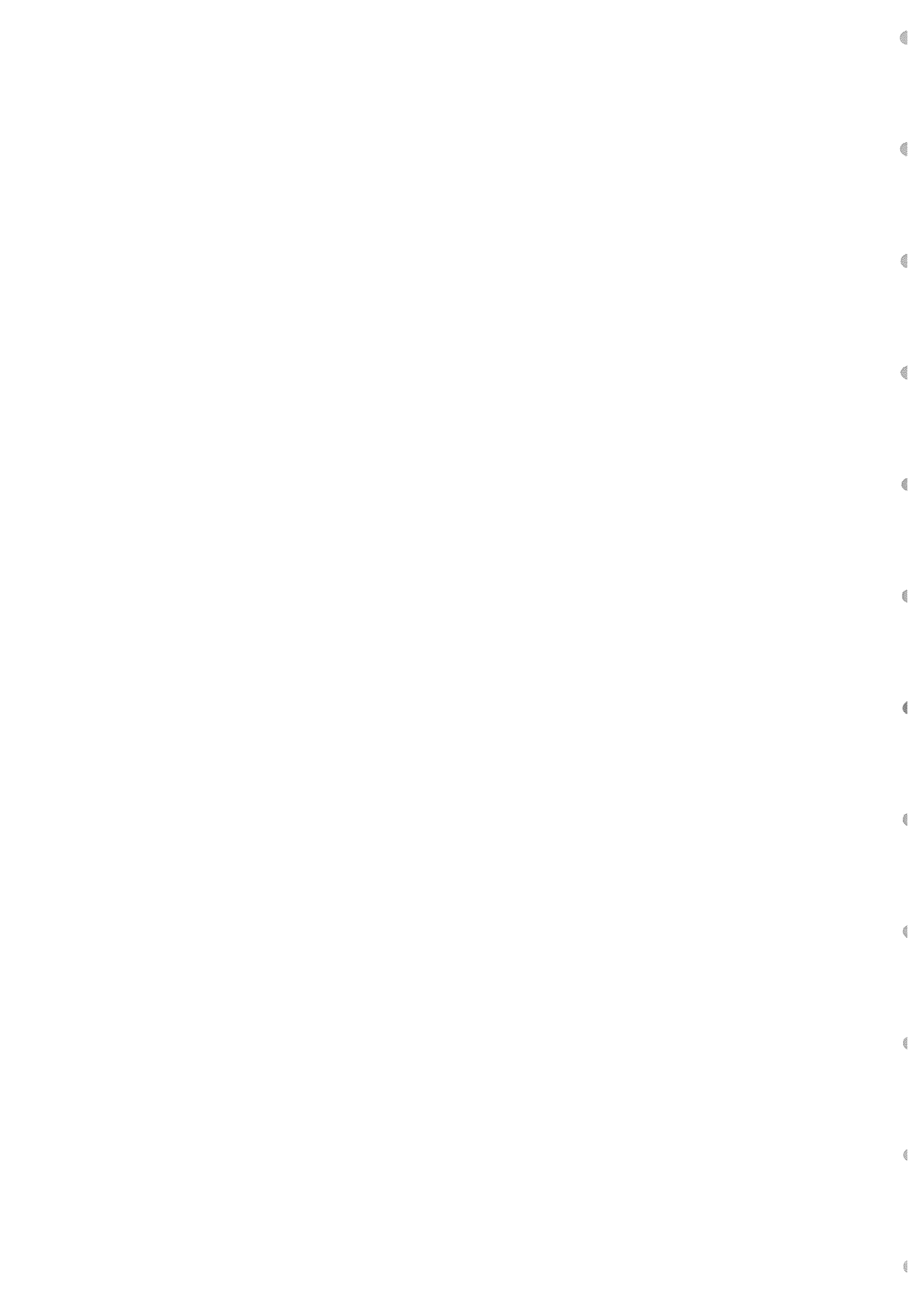
- 1.2 An application has been lodged with the Land Registry for the Beneficial Owner to be registered as the leasehold proprietor with Title absolute of the Property under Title Numbers NGL953578 and NGL953201 and has a beneficial interest in the Property for the purposes of Section 106 of the Act.

- 1.3 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 the Section 106 Agreement.

- 1.4 The First Deed of Variation is entered into on the date of this Deed 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.

- 1.5 The Beneficial Owner is entering into this Deed so as to comply with the provisions of the Section 106 Agreement as amended by the First Deed of Variation.

2. **INTERPRETATION**



- 2.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Section 106 Agreement shall remain in full force and effect save as varied by this Deed.
- 2.2 All references in this Deed to clauses in the Section 106 Agreement are to clauses within the Section 106 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 Deed.
- 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 Deed 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 References in this Deed to the Parties shall include their successors in title.
- 2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

- 2.7.1 "Act" the Town and Country Planning Act 1990
- 2.7.2 "Deed" this Confirmatory Deed made pursuant to Section 106A of the Act
- 2.7.3 "the First Deed of Variation" means the deed of variation under Section 106A of the Town and Country Planning Act 1990 (as amended) made between the Council, Her Majesty, the Commissioners, the Owner and the Mortgagee on the date of this Deed
- 2.7.4 "Section 106 Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated



26 April 2017 made between the Council, Her Majesty, the Commissioners, the Owner and the Mortgagee as amended by the First Deed of Variation

3. EFFECT OF THIS DEED

3.1 This Deed is supplemental to the Section 106 Agreement and is made pursuant to section 106 of the Act.

4. COMMENCEMENT

4.1 This Deed shall take effect on the date of this Deed.

5. BENEFICIAL OWNER'S COVENANTS

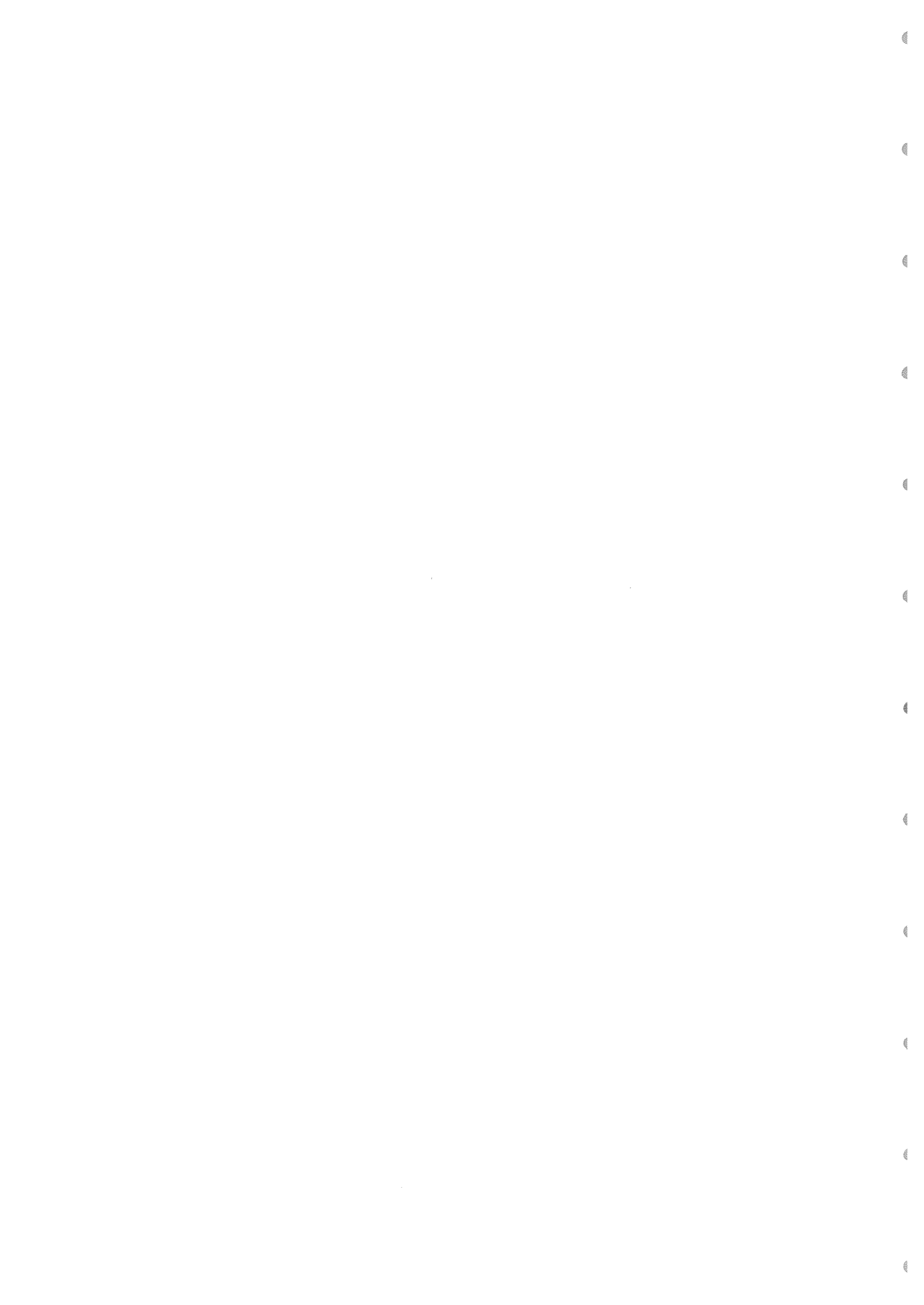
5.1 The Beneficial Owner on behalf of itself and its successors in title to the Beneficial Owner's interest:

5.1.1 acknowledges that the Beneficial Owner's interest is taken subject to and is bound by the obligations covenants undertakings and restrictions on the part of the Owner (as defined in the Section 106 Agreement) in the Section 106 Agreement

5.1.2 that from the date of this Deed the Beneficial Owner covenants with Council to observe and perform and cause to be observed and performed all of the obligations that apply to the part of the Property to which the Beneficial Owner's interest relates that either remain outstanding as at the date of this Deed and/or which are of an on-going nature.

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered as a Local Land Charge



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

APP
THE COMMON SEAL OF THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF CAMDEN

~~THE COMMON SEAL OF THE~~)
~~CROWN ESTATE COMMISSIONERS~~)
was hereto affixed)
and authenticated by:-)



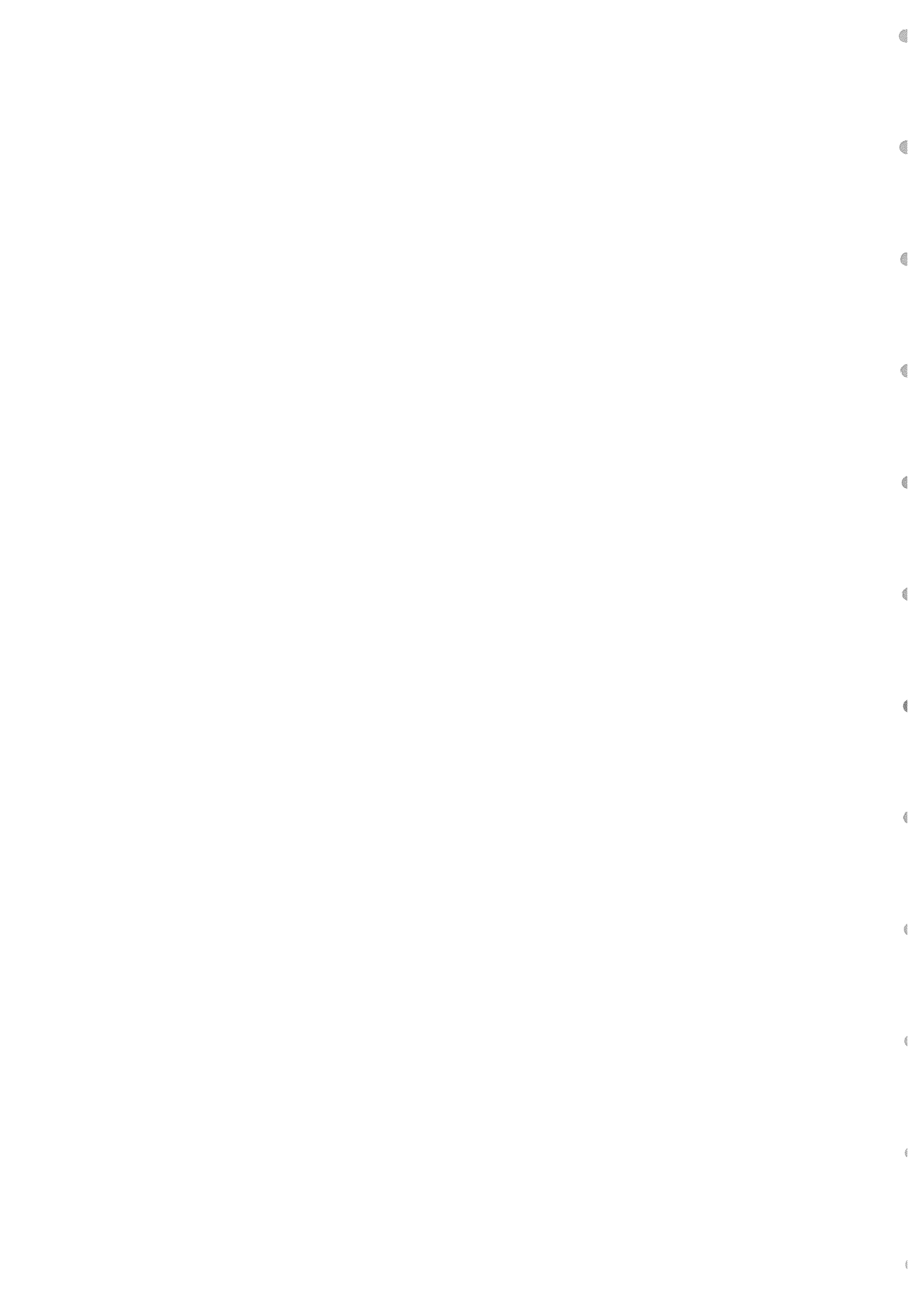
APP

EXECUTED AS A DEED BY)
1 CHESTER GATE LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

.....
Authorised Signatory





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