

DATED

12 JUNE

2018

(1) PARKER TOWER LIMITED

and

(2) BNP PARIBAS

and

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

FIFTH 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

a Deed of Variation entered into on 6 June 2016

a Deed of Variation entered into on 24 February 2017

and a Deed of Variation entered into on 8 June 2017

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

Relating to land known as

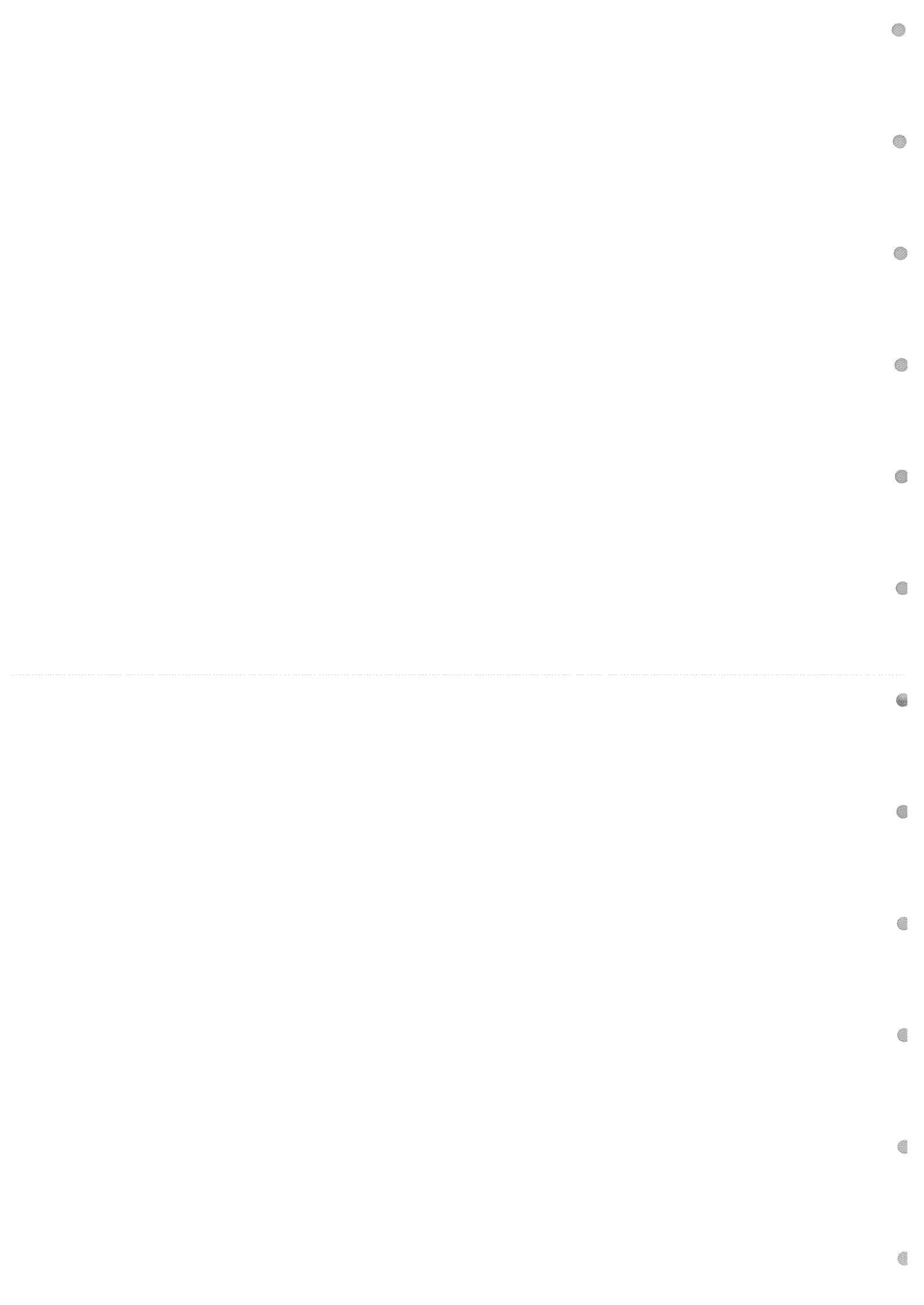
Parker Tower, 43-49 Parker Street, London WC2B 5PS

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/Imm/s106 Agreements (2016/6606/P)
CLS/COM/LMM/1685.



THIS AGREEMENT is made the 12th day of June 2018

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 the Second Deed of Variation, entered into on 6 June 2016.

- 1.7 A Third Deed of Variation was entered into on 24 February 2017.
- 1.8 A Fourth Deed of Variation was entered into on 8 June 2017.
- 1.9 The Parties now wish to make further changes to the Original Agreement (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth Deed of Variation) and are entering into this Agreement for that purpose.
- 1.10 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.
- 1.11 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.
- 1.12 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 varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth Deed of Variation) as provided in this Agreement.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth 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 Fifth Deed of Variation
- b. "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 Parties in relation to the Variation Permission

THIS AGREEMENT is made the day of 2017

B E T W E E N:

- 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 the Second Deed of Variation, entered into on 6 June 2016.

- 1.7 A Third Deed of Variation was entered into on 24 February 2017.
- 1.8 A Fourth Deed of Variation was entered into on 8 June 2017.
- 1.9 The Parties now wish to make further changes to the Original Agreement (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth Deed of Variation) and are entering into this Agreement for that purpose.
- 1.10 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.
- 1.11 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.
- 1.12 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 varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth Deed of Variation) as provided in this Agreement.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth 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 Fifth Deed of Variation |
| b. | “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 Parties in relation to the Variation Permission |

- c. "Fifth 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 2017/2860/P
- d. "Fifth Variation Permission" the planning permission granted pursuant to the Fifth Variation Application
- c. "Fourth 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 2016/6606/P
- d. "Fourth Variation Permission" the planning permission granted pursuant to the Fourth Variation Application
- e. "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth Deed of Variation) dated 18 December 2014 entered into between the Owner Investec Bank plc and the Council in relation to the Original Permission
- f. "Original Application" the application submitted in respect of the Original Development under reference number 2014/0176/P
- g. "Original Development" the development of the Property pursuant to the Original Permission
- h. "Original Permission" the planning permission granted for the Original Development pursuant to the Original Application on 18 December 2014
- i. "Parties" means the Council the Owner and the Mortgagee and "Party" means any one of them

- j. "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
- k. "Second Deed of Variation" the Deed of Variation under the Town and Country Planning Act 1990 (as amended) dated 6 June 2016 entered into between the Parties in relation to the Second Variation Permission
- l. "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
- m. "Second Variation Permission" the planning permission granted pursuant to the Second Variation Application
- n. "Third Deed of Variation" the Deed of Variation under the Town and Country Planning Act 1990 (as amended) dated 24 February 2017 entered into between the Parties
- o. "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
- p. "Variation Permission" the planning permission granted pursuant to the Variation Application

2.3 This Agreement is supplemental to the Original Agreement (as varied by the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation and the Fourth 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

Moxley Architects Ltd
47 Clapham High Street
London
SW4 7TL

Application Ref: **2017/2860/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
43-49 Parker Street
London
WC2B 5PS

Proposal:

DECISION
Variation of condition 19 (development in accordance with approved plans) as granted under reference 2014/0176/P (dated 18/12/14) and amended under reference 2015/2988/P (dated 15/12/2015), 2015/7249/P (dated 06/06/2016) and 2016/6606/P (dated 08/06/2017) namely to revise elevations at ground floor and first floor levels and alterations to internal layouts at basement, ground and first floor levels.

Drawing Nos: Proposed

768.1-1.001A, 768.1-4.001A, 768.1-4.002A, 768.1-4.003A, 768.1-4.004A, 768.1-4.005A, 768.1-4.006A, PARMOX2000A, PARMOX2001A,

Superseded

768.1-1.001, 768.1-4.001, 768.1-4.002, 768.1-4.003, 768.1-4.004, 768.1-4.005, 768.1-4.006, 15125Ax01P1001 A, 15125Ax00P1000 A

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 2014/0176/P dated 18/12/2014.

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

- 2 The proposed development shall be carried out in accordance with the details of the sections at 1:10 of all windows (including jambs, head and cill), ventilation grills, external doors and gates and 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) submitted and approved under reference 2016/3884/P (approved on the 24th October 2016) unless otherwise agreed in writing by the local planning authority.

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

- 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 D1 and D2 of the Camden Local Plan 2017.

- 3 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 2017.

- 4 The proposed development shall be carried out in accordance with the details of the hard and soft landscaping submitted and approved under reference 2015/6746/P unless otherwise agreed in writing by the local planning authority.

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 policy D1 of the Camden Local Plan 2017.

- 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 policy D1 of the Camden Local Plan 2017.

- 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.

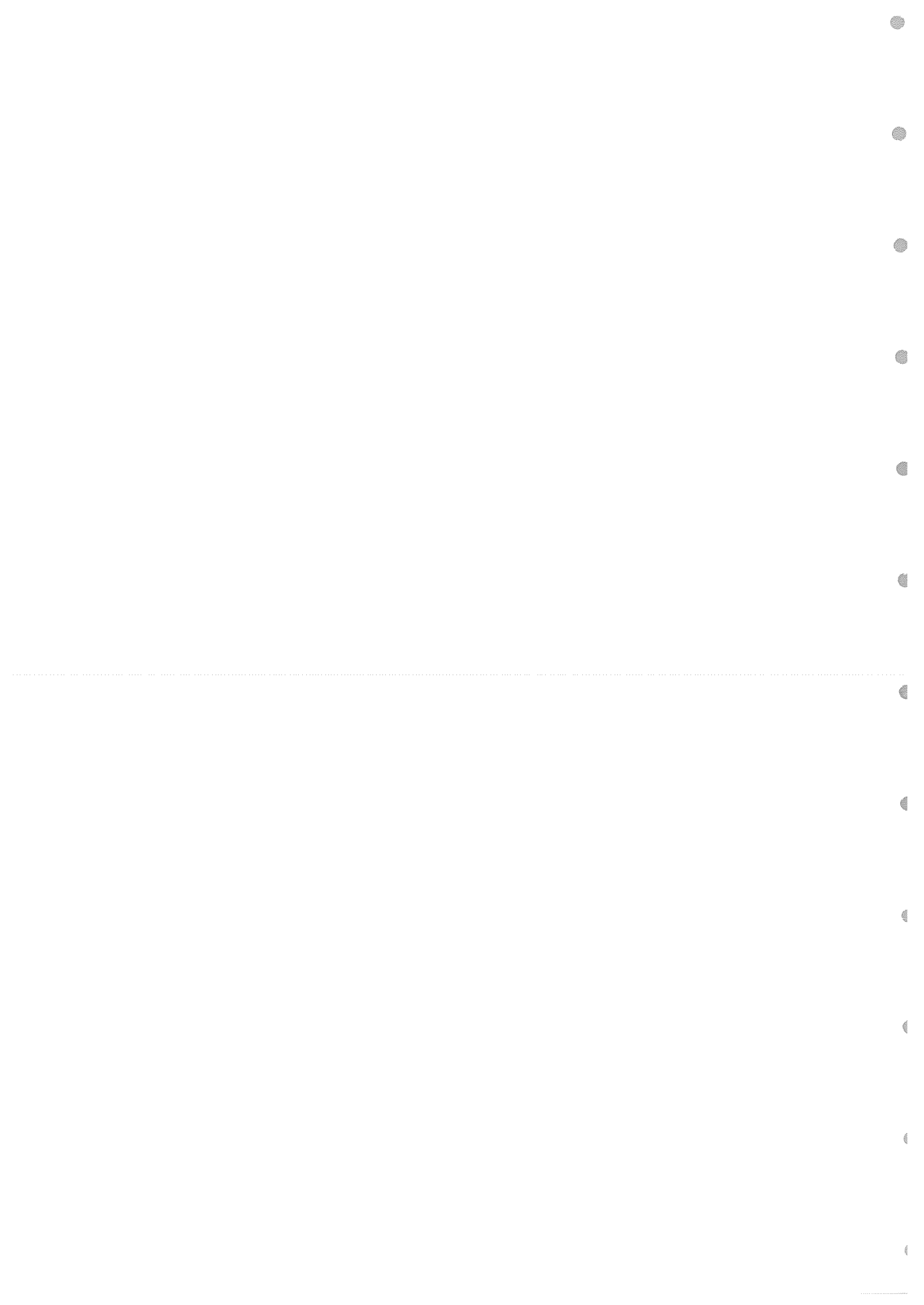
Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policy A3 of the Camden Local Plan 2017.

- 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 policies A1 and A4 of the Camden Local Plan 2017.

- 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 CC5 of the Camden Local Plan 2017.



- 9 The approved cycle storage facilities providing 85 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 T1 of Camden Local Plan 2017.

- 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 C6 of the Camden Local Plan 2017.

- 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 C6 of the Camden Local Plan 2017.

- 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 A1 and T3 of the Camden Local Plan 2017.

- 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 A1 and CC4 of the Camden Local Plan 2017.



- 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 requirements of policy A1 of Camden Local Plan 2017.

- 15 The proposed development shall be carried out in accordance with the details of the lighting strategy submitted and approved under reference 2015/6746/P unless otherwise agreed in writing with the local planning authority.

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 A1 and D1 of Camden Local Plan 2017.

- 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 A1, D1 and C5 of Camden Local Plan 2017.

- 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 CC1 of Camden Local Plan 2017.

- 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 A1 of the Camden Local Plan 2017.

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

768.1-1.001A; 768.1-1.002; 768.1-1.003; 768.1-1.004; 768.1-1.005; 768.1-1.006; 768.1-1.007; 768.1-4.001A; 768.1-4.002A; 768.1-4.003A; 768.1-4.004A; 768.1-4.005A; 768.1-4.006A; 15125AxxxE1035; 15125AxxxE1036; 15125AxxxE1037;



PARMOX2000A; 15125Ax02P1002 A; 15125Ax03P1003 A; 15125Ax04P1004A; 15125Ax05P1005 A; 15125Ax08P1008 A; 15125Ax09P1009 A; 15125Ax10P1010 A; 15125Ax00P1030; 15125Ax15P1015 A; 15125Ax00P1031; 15125Ax16P1016 A; PARMOX2001A; 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 by Moxley Architects dated November 2016; 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 Reasons for granting variation:-

The refurbishment and extension of the existing building, including a 2 storey roof extension and alterations to the external elevations, change of use of upper floors from office to residential units together with change of use from drinking establishment at part ground and 1st floor level to office was approved under planning permission 2014/0176/P (dated 18/12/14) with three subsequent approved S.73 applications to vary the drawings (re's 2014/0176/P, 2015/2988/P, 2015/7249/P and 2016/6606/P).

This application seeks to vary the approved plans to include minor elevational changes at ground and first floor levels. New glazing would be added to the first floor north west elevation in order to increase the amount of light for the office space. The opaque glass windows on the ground floor north east elevation would turn 90 degrees to provide a more consistent growing area for the green wall and align with the windows above. There would also be revisions to the basement floor plan to create an area for residential storage in an area originally assigned to plant; changes to the ground floor plan to include reconfiguring a staircase and adding commercial refuse storage area and disabled WC facilities; and changes to the first floor plan, moving a glazed wall at the top of the staircase.

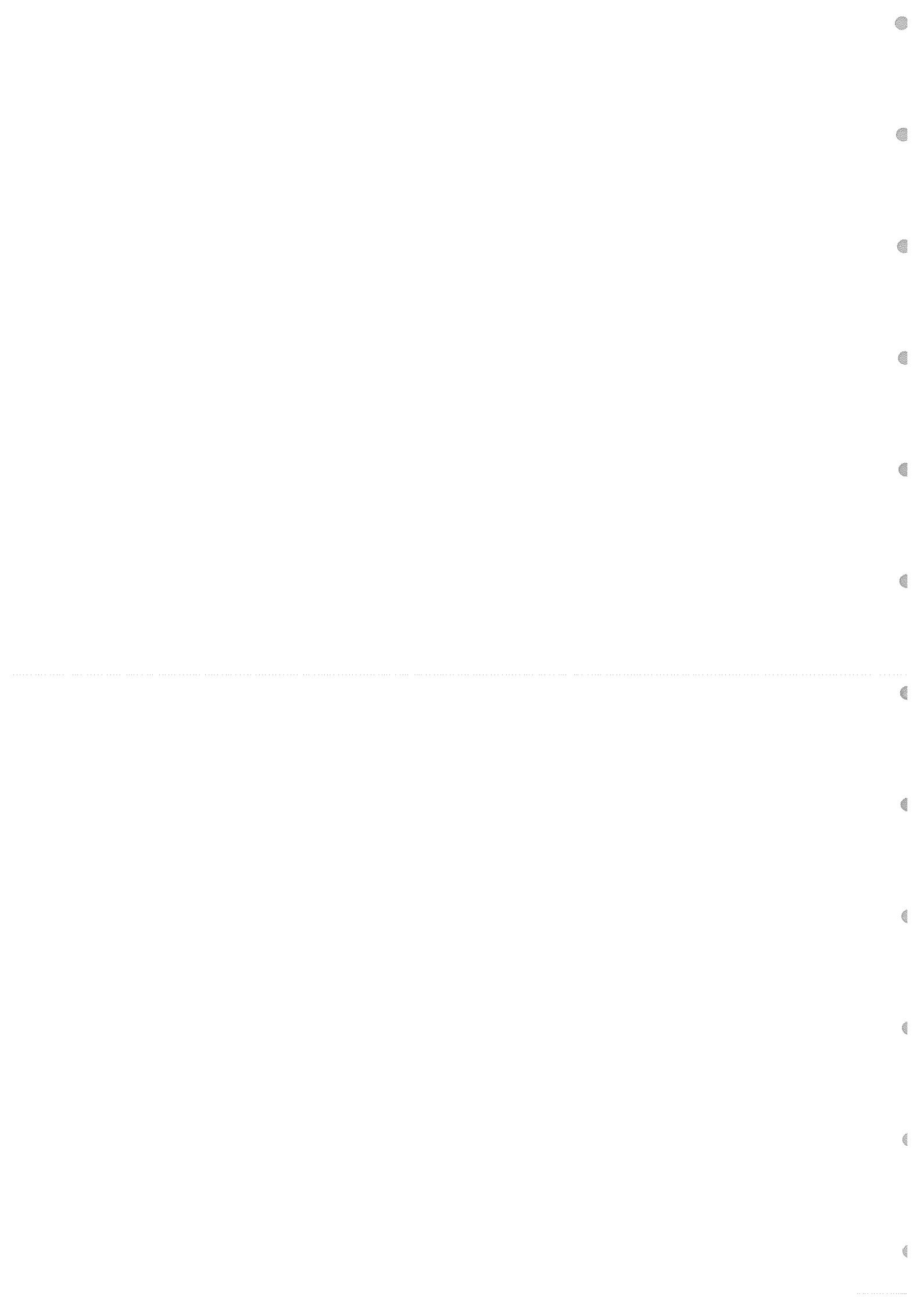
The proposed changes to the internal layouts are considered to be small and would improve the general accessibility and fire safety of the building. The design changes are considered to be minor in nature, not material to the approved scheme and are in line with the architectural integrity of the building as a whole. The proposals are considered acceptable in terms of the design and appearance of the character of the streetscene and Covent Garden conservation area.

Due to the siting and scale of the internal and external alterations within the context of the approved scheme, it is not considered that the residential amenities of any neighbouring occupier would be adversely affected in terms of light or privacy.

Two consultation responses have been received and taken into account when making this decision.

The planning history of the site has been taken into account when coming to this decision.

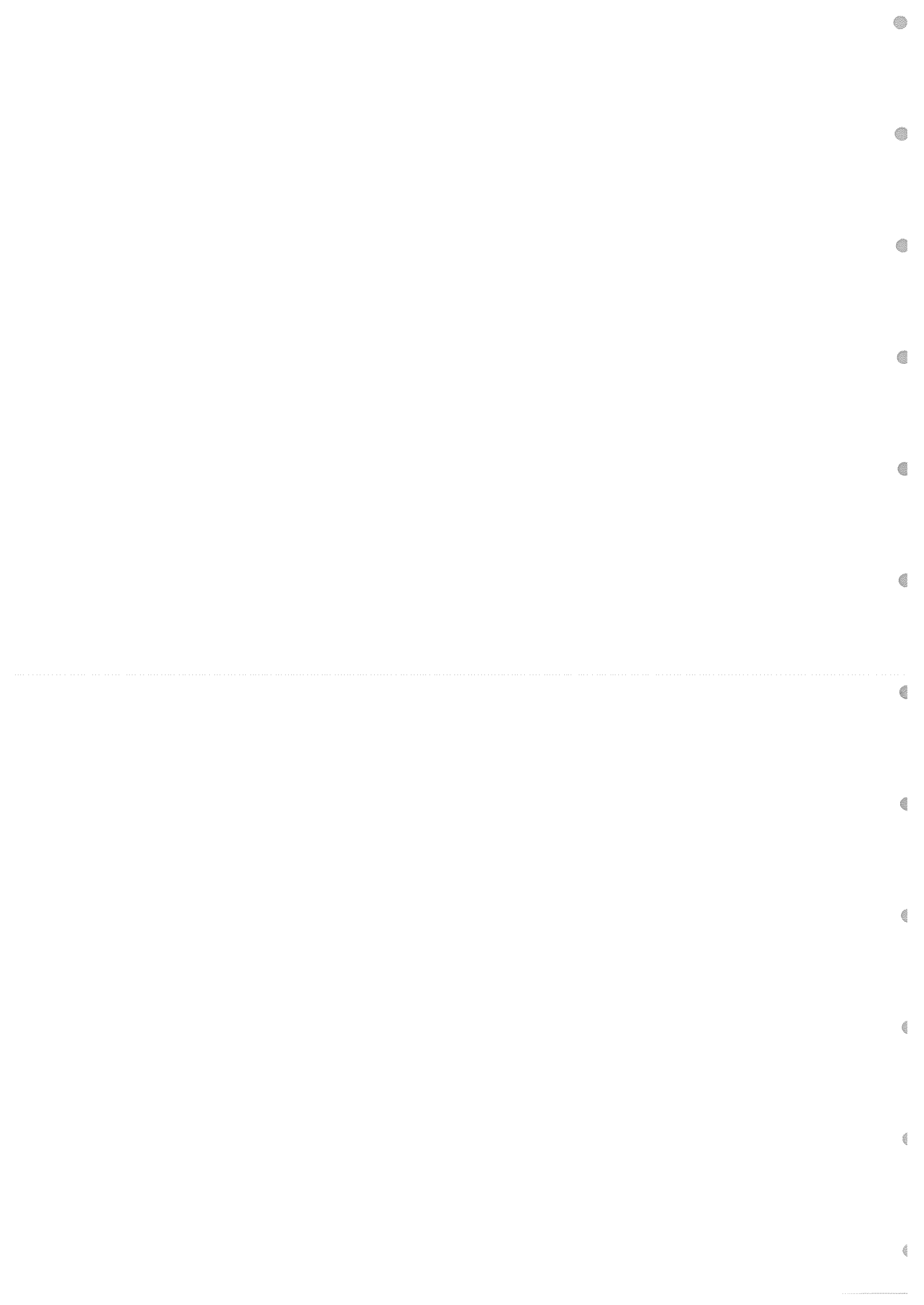
The proposed development is in general accordance with policies G1, D1, D2, C5, C6, DM1, H1, H4, H5, H6, T1, T2, T3, T4, A1, A2, A3, A4, CC1, CC3, CC5 and of the Camden Local Plan 2017.



- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 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 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.
- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £????(???sqm x £50) for the Mayor's CIL and £????(???sqm x £500/£450/£250/£175/£150/£45/£40/£30/£25 using the relevant rate for uplift in that type of floorspace) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 5 You are advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation and construction methods.
- 6 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 7 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk).



- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 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.
- 10 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 11 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.
- 12 You are advised that in relation to condition 1, for the purposes of this approval under Section 73 of the 1990 Act, the 3 year time period for implementation commences with the date of the original decision (and not this variation).

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



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, the First Deed of Variation, the Second Deed of Variation, the Third Deed of Variation or the Fourth 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.

3. FIFTH VARIATION OF THE ORIGINAL AGREEMENT

The Original Agreement shall be varied as follows:

- 3.1 The definition of "Fifth Variation Application" and "Fifth Variation Permission" set out Clause 2.2 of this Agreement shall be added to the Original Agreement.
- 3.2 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 or the Fourth Variation Permission or the Fifth Variation Permission
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3.2 Clause 2.21 in the Original Agreement, as amended and renumbered by the Second Deed of Variation shall be deleted and replaced with the following new 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 15125A00P1000A and 15125Ax01P1001A in the event the Variation Permission is Implemented or as identified on plans 15125 AX0091000A and or 15125AX01P1001A in the event the Second Variation Permission is Implemented or as identified on plans PAR MOX 2000 and PAR MOX 2001 in the event the Fifth Variation Permission is Implemented

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.

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

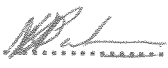
EXECUTED AS A DEED BY)
PARKER TOWER LIMITED)
acting by a Director)
in the presence of:-)

x M. King - J x

Director

Witness name: NIKUL PATANI.....


Address: 5 ALDERMAN BURY.....
SQUARE, LONDON, EC2V 7BP

Signature: 

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



Authorised Signatory



Authorised Signatory

Witness name: UGNE KUPRYTE.....

Address: 25-27 Catherine Place,
London, SW1E 6DU

Signature: 

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



R. Alexander
.....

Authorised Signatory