

~~SECRET~~: 28 November 2019

DATED

7 January

20~~19~~20

(1) GORDON LEONARD HAUSER and PAMELA ANN HAUSER

and

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

DEED OF VARIATION

Relating to the Agreement dated 27 October 2014
Between the Mayor and the Burgesses of the
London Borough of Camden Gordon Leonard Hauser
and Pamela Ann Hauser
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
9 AND 11 MANSFIELD ROAD, LONDON NW3 2JD

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

CLS/COM/LN/1800.737 1369
DoV ~~FINAL~~

I CERTIFY
THAT THIS IS A
TRUE AND CORRECT
COPY OF THE ORIGINAL
SIGNED: *PMH*
PRITESH MISTRY
London Borough
of Camden
Solicitor of the
High Court of
England and Wales
7th January
2020

THIS AGREEMENT is made on the 7th day of January 2020

BETWEEN

1. **GORDON LEONARD HAUSER and PAMELA ANN HAUSER** of Suite 414, 80 High Street, Winchester, Hants SO23 9AT and of ~~Basepoint Unit 6, 1~~ Winnall Valley Road, Winchester, Hants SO23 0LD (hereinafter called "the Owner") of the first part
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

WHEREAS:

- 1.1 The Council and the Owner entered into an Agreement dated 27 October 2014 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN82452
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) 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 Agreement.
- 1.5 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 30 April 2018 under reference 2018/1872/P.
- 1.6 The Council refused the Planning Application on 11 July 2019.
- 1.7 An appeal under section 78 of the Act in respect of the refusal of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/W/19/3236736.

1.8 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.

1.9 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

2. INTERPRETATION

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement 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 Agreement.

2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 Where in this Agreement 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 Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.

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, 4, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

2.7 References in this Agreement to the Owner shall include their successors in title.

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

2.8.1 "Agreement" 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 27 October 2014 made between the Council and the Owner

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 27 October 2014 reference 2013/7934/P allowing the erection of a part 2 storey, part 3 storey building with rear roof terrace at 1st floor level, to accommodate 3 x 2 bed and 1 x 1 bed flats, following the demolition of existing house as shown on drawing numbers: Site location plan,(1110-BA-) 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112B, 113B, 114A, 115A, 116A, 117A, 118A, 119A, 120A, 121A, 122A, 123A, 124A, 125A, 126A, 127A, 128A, 129A, 130A. Supporting documents, Code of Sustainable Homes by BRE Global dated 14th April 2014, Lifetime Homes Statement prepared by Donald Shearer Chartered Architects dated 11th December 2013, Design and Access Statement prepared by Donald Shearer Chartered Architects dated 10th December 2013

2.8.4 "Planning Permission" any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/19/3236736 pursuant to the appeal against the refusal of the Planning Application

3. VARIATION TO THE EXISTING AGREEMENT

3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

3.1.1 "Development"

the development authorised by the planning permission dated 27 October 2014 under reference 2013/7934/P as amended by the following: variation of condition 3 (approved plans) of planning permission 2013/7934/P dated 27 October 2014 (for the erection of a part 2 storey, part 3 storey building with rear roof terrace at 1st floor level, to accommodate 3 x 2 bed and 1 x 1 bed flats, following the demolition of existing house) namely, extending the height of the roof and depth of the side (west) parapet wall; replacement of the roof lights; replacement of the glazed roof slope to the side (west) elevations; installation of new roof light, re-location of the bin stores to the front (side) elevations; and alterations fenestration to the front and rear elevation as shown on drawing numbers: 1110-BA-112 REVB; 1110-BA-113 REVC; 1110-BA-114 REVB; 1110-BA-115 REVB; 1110-BA-116 REVB; 1110-BA-117 REVB; 1110-BA-118 REVB; 1110-BA-119 REVB; 1110-BA-120 REVB; 1110-BA-121 REVB; 1110-BA-122 REVB; 1110-BA-123 REVB; 1110-BA-124 REVB; 1110-BA-125 REVB; 1110-BA-126 REVB; 1110-BA-127 REVB; 1110-BA-129 REVB and Design and Access Statement from Donald Shearer Chartered Architects dated 19th April 2018

- 3.1.2 "Planning Permission" any planning permission granted for the Development by the Secretary of State under reference APP/X5210/W/19/3236736 pursuant to the appeal against the refusal of the Planning Application
- 3.1.3 "Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 April 2018 and given reference number 2018/1872/P
- 3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2013/7934/P" shall be replaced with ""Planning Permission reference 2018/1872/P"".
- 3.3 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. COMMENCEMENT

- 4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced APP/X5210/W/19/3236736.
- 4.2 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

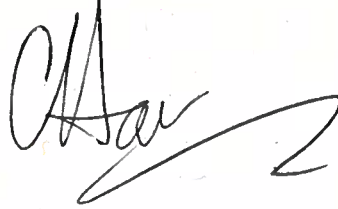
6. REGISTRATION AS LOCAL LAND CHARGE

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

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

EXECUTED AS A DEED BY
GORDON LEONARD HAUSER
in the presence of:

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Witness Signature

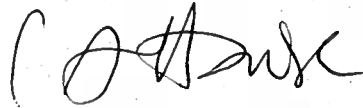
Witness Name: LYDIA SIMPSON

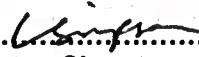
Address: 63 STUDLEY AVENUE, HOLBURY, SO45 2PP

Occupation: PERSONAL ASSISTANT

EXECUTED AS A DEED BY
PAMELA ANN HAUSER
in the presence of:

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Witness Signature

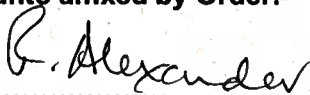
Witness Name: LYDIA SIMPSON

Address: 63 STUDLEY AVENUE, HOLBURY, SO45 2PP

Occupation: PERSONAL ASSISTANT

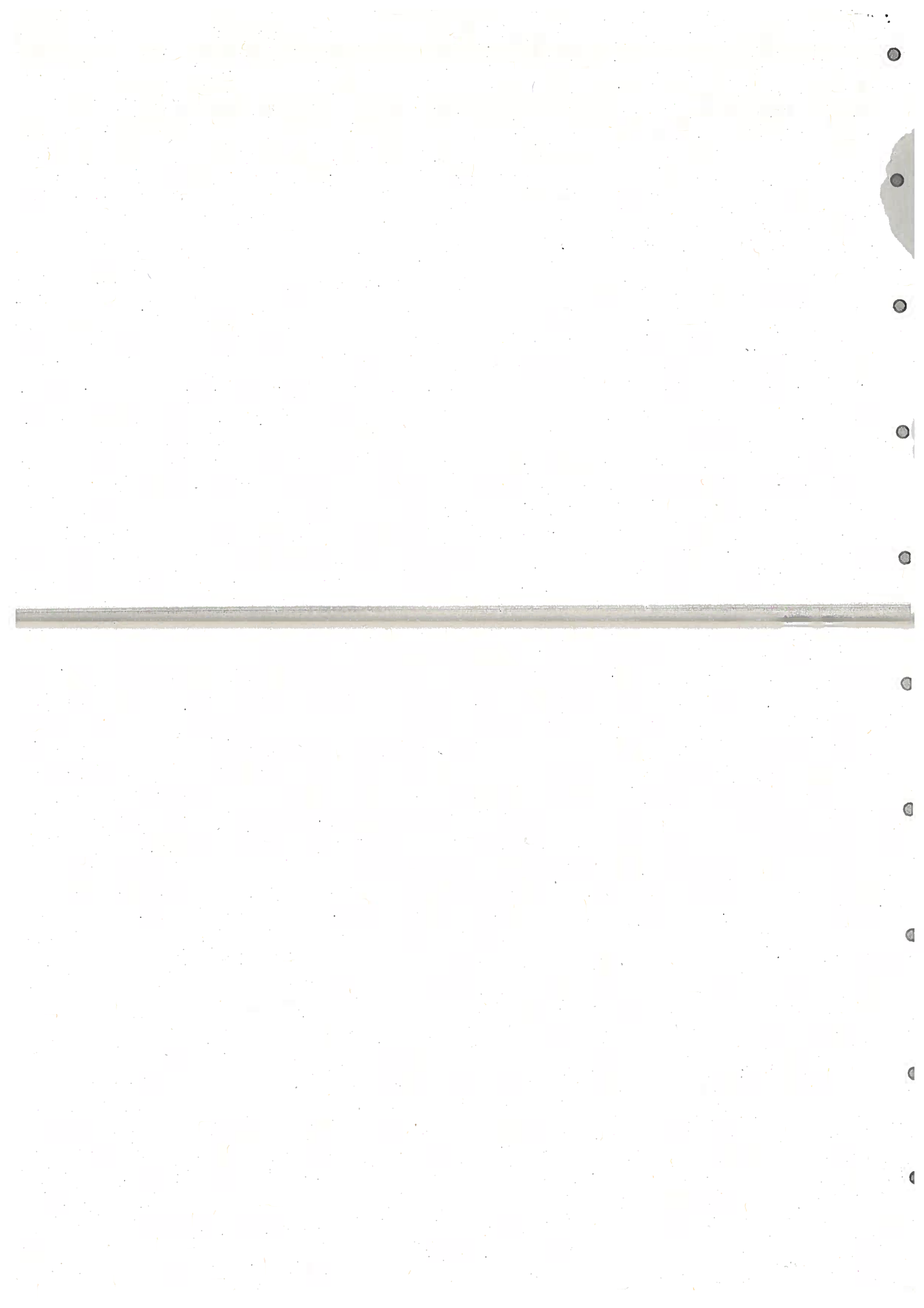
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN
was hereunto affixed by Order:-

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Duly Authorised Officer





~~XXXX~~: 28 November 2019

DATED

7 January

20~~19~~20

(1) GORDON LEONARD HAUSER and PAMELA ANN HAUSER

and

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

DEED OF VARIATION

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