

DATED

16 December

2015

**(1) BDW TRADING LIMITED**

and

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

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**THIRD DEED OF VARIATION**

**relating to the Agreement dated 13 September 2013  
pursuant to section 106 of the Town and  
Country Planning Act 1990 (as amended)  
relating to land known as  
328-338 Finchley Road, 2-6 Platt's Lane, 17A 19-29 Kidderpore Avenue**

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Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP  
Tel: 020 7974 5826  
Fax: 020 7974 2962

1978-1979

1979-1980

1980-1981

1981-1982

1982-1983

1983-1984

1984-1985

THIS AGREEMENT is made on the 16<sup>th</sup> day of December 2015

**BETWEEN**

- (1) **BDW TRADING LIMITED** (Co. Regn. No. 3018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (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

**1. WHEREAS:**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Phase One Property under Title Number NGL891282.
- 1.2 The Owner is the freehold proprietor with title absolute of the Phase Two Property under Title Number NGL827875 (as the successor in title to Kings College London).
- 1.3 The Council is the local planning authority for the purposes of Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Act").
- 1.4 The Owner and Kings College London entered into the Existing Agreement (as such term is defined for the purpose of this Agreement at clause 2.2(b) of this Agreement) pursuant to Section 106 of the Act in relation to the Planning Permission.
- 1.5 The Owner is interested in the Property for the purposes of Section 106(9) of the Act and is both the Phase One Owner and the Phase Two Owner for the purposes of the Existing Agreement.
- 1.6 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.
- 1.7 The Third Planning Application in respect of the Property to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 23 February 2015 for which the Council has resolved to grant the Third Planning Permission conditionally under reference 2014/7844/P subject to the completion of this Agreement. Accordingly it is necessary to vary the Existing Agreement to ensure that obligations in the Existing Agreement also apply to the Third Planning Permission.
- 1.8 This Agreement is made pursuant to Sections 106 and 106A of the Act and is a planning obligation for the purposes of those sections.
- 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 otherwise provided or 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 In this Agreement the following expressions shall unless the context otherwise states have the following meanings now allocated to them.

- a. "Agreement" this Third Deed of Variation
- b. "Existing Agreement" the agreement entered into by the Owner Kings College London and the Council pursuant to Section 106 of the Act in favour of the Council dated 13 September 2013 in respect of the Development of the Property as subsequently varied by the same parties on 26 September 2014 and 26 August 2015
- c. "the Original Planning Permission" means the planning permission granted by the Council on 13 September 2013 referenced 2013/0685/P allowing the redevelopment of the site to create 128 residential units (Class C3) including affordable housing and a community use facility (Class D1), following demolition and conversion/refurbishment of existing buildings used for student accommodation and ancillary offices (sui generis) and construction of new buildings ranging between 3 - 5 storeys in height, together with associated works to create basements, car parking, landscaping and public realm improvements
- d. "Third Planning Application" means an application made by the Owner pursuant to section 73 of the Act to make minor material amendments to the Original Planning Permission and given reference number 2014/7844/P and validated on 23 February 2015
- e. "Third Planning Permission" means the planning permission granted pursuant to the Third Planning Application

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 affect 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 References in this Agreement to the Owner shall include its successors in title.

### 3. **CONDITIONALITY**

This Agreement shall come into effect on the date hereof save for the obligations in clause 4 which shall become binding on the Owner on the date of Implementation of the Third Planning Permission.

### 4. **VARIATION TO THE EXISTING AGREEMENT**

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

“Development”

the development authorised by the Planning Permission as varied by the Third Planning Permission comprising the variation of condition 34 (approved plans) of planning permission 2013/0685/P dated 13/09/2013 (for redevelopment of the site to create 128 residential units) namely for the following amendments: Block C - two car parking spaces to the front of the building, Block E (Art School) - relocated 3.5m towards Kidderpore Avenue, new basement, alterations to elevations, new bin store. Phase 2 amendments: Block J - terrace at level -02, extension of basement and amendments to windows and recesses, Block K - basement reduced in size and relocated (from under K1 to K2), alterations to elevations of K1 and K2, distance between K1 and K2 increased to 1.8m, enlargement of Block K by 80sqm, alteration to internal layout, Blocks L and M - amendments to elevations, Block M moved 300mm back from Kidderpore Avenue and removal of trees T21, T24, T25, T30, T31, T37, T38, T58, T65 and T68.

Drawing Nos: Superseded Plans:  
809\_01\_07\_100 Rev P2, 809\_01\_07\_101  
Rev P4, 809\_01\_07\_109 Rev P2,  
809\_01\_07\_407 Rev P2, 809\_01\_07\_408  
Rev P2, 809\_01\_07\_409 Rev P2,  
809\_01\_07\_410 Rev P1, Arboricultural  
Implications Assessment and Arboricultural  
Method Statement Amended November 2012  
by the Landscaping Partnership,

Revised plans and supporting documents:  
809\_01\_07\_100 Rev P11, 809\_01\_07\_101  
Rev P13, 809\_01\_07\_103 Rev P11,  
809\_01\_07\_109 Rev P6, 809\_01\_07\_404  
Rev P2, 809\_01\_07\_407 Rev P6,  
809\_01\_07\_408 Rev P4, 809\_01\_07\_409  
Rev P4, 809\_01\_07\_410 Rev P3,  
602.1\_TS02 dated 07 July 2015, Addendum  
Basement Impact Assessment Block E dated  
February 2015 by Card Geotechnics  
Limited(CGL), Letter from CGL dated 08  
January 2015, Arboricultural Implications  
Assessment and Arboricultural Method  
Statement Amended January 2015 by the  
Landscaping Partnership.

“Planning Permission”

means the planning permission granted pursuant to the Planning Application substantially in the draft form annexed at Annex

2 together with the Second Planning Permission and the Third Planning Permission

“Third Planning Application” means an application made by the Owner pursuant to Section 73 of the Act to make minor material amendments to the Planning Permission reference 2013/0685/P and given reference number 2014/7844/P as validated on 23 February 2015

“Third Planning Permission” means the planning permission granted pursuant to the Third Planning Application

- 4.2 At clause 2 of the Existing Agreement the definition of “Phase One Development” shall be amended by the deletion of “29 car parking spaces” and the insertion of “30 car parking spaces”
- 4.3 At clause 2 of the Existing Agreement the definition of “Phase One Car Park Plan” shall be deleted and replaced by the following:  
“means Plans 17, 18 and 19 which show the location and layout of the 30 car parking spaces (including six disabled car parking spaces) to be provided on the Site as part of the Phase One Development”
- 4.4 At clause 2 of the Existing Agreement the definition of “Phase Two Development” shall be amended by the deletion of “51 car parking spaces” and the insertion of “54 car parking spaces”
- 4.5 At clause 2 of the Existing Agreement the definition of “Phase Two Car Park Plan” shall be deleted and replaced by the following:  
“means Plans 16 and 17 which show the location and layout of the 54 car parking spaces (including eight disabled car parking spaces) to be provided on the Site as part of the Phase One Development”
- 4.6 At clause 2 of the Existing Agreement a new definition of “Plan 19” shall be added as follows:  
“means the plan marked “Plan 19” with referenced drawing number 809\_00\_SK\_600 attached to this Deed and showing the car parking spaces to be provided as part of the Phase One Development located at level 0”
- 4.7 Clause 4.9.1 of the Existing Agreement shall be amended by the deletion of “28 car parking spaces (including six disabled car parking spaces)” and the insertion of “30 car parking spaces (including six disabled car parking spaces)”
- 4.8 Clause 5.7.1 of the Existing Agreement shall be amended by the deletion of “51 car parking spaces (including 5 disabled car parking spaces)” and the insertion of “54 car parking spaces (including eight disabled car parking spaces)”
- 4.9 All references in Clause 6 and Clause 7 of the Existing Agreement to “planning reference number 2013/0685/P” shall be replaced with “Planning Permission reference 2013/0685/P as varied by the Second Planning Permission and the Third Planning Permission”.

4.10 Plan 16, Plan 17 and Plan 18 annexed to the Existing Agreement shall be replaced with the revised Plan 16, the revised Plan 17 and revised Plan 18 annexed to this Agreement at Annex 1 and all references to Plan 16, Plan 17 and Plan 18 in the Existing Agreement shall relate to the revised Plan 16, revised Plan 17 and revised Plan 18 respectively annexed to this Agreement at Annex 1.

4.11 Plan 19 annexed to this Agreement at Annex 2 shall be annexed to the Existing Agreement.

4.12 The draft form of the Third Planning Permission annexed to this Agreement at Annex 3 shall be inserted into Annex 2 of the Existing Agreement.

**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 A LOCAL LAND CHARGE**

6.1 This Agreement shall be registered as a Local Land Charge by the Council.

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written

And being two persons authorised to )  
Execute documents on behalf of **BDW** )  
**TRADING LIMITED** pursuant to a Power )  
of Attorney dated 18 December 2014 )  
in the presence of: )



Witness Name P. GALLAGHER

Witness Signature 

Address 101 ROEHAMPTON VILL  
LONDON SW15 3PG

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



R. Alexander  
Authorised Signatory

### PROPERTIES OF A CONVEX LENS

- 1. A convex lens is thicker in the middle and thinner at the edges.
- 2. It converges parallel rays of light to a point called the principal focus.
- 3. The distance between the optical center and the principal focus is called the focal length.
- 4. A convex lens forms a real and inverted image of a real object placed beyond its focal length.
- 5. A convex lens forms a virtual and erect image of a real object placed between the optical center and the focal length.



When a convex lens is placed between an object and a screen, a real and inverted image is formed on the screen. The image is larger than the object if the object is placed between the focal length and twice the focal length. The image is smaller than the object if the object is placed beyond twice the focal length.

$$\frac{1}{v} - \frac{1}{u} = \frac{1}{f}$$

where  $v$  is the distance of the image from the optical center,  $u$  is the distance of the object from the optical center, and  $f$  is the focal length of the lens.



When a convex lens is placed between an object and the eye, a virtual and erect image is formed. The image is larger than the object if the object is placed between the optical center and the focal length. The image is smaller than the object if the object is placed between the focal length and twice the focal length.



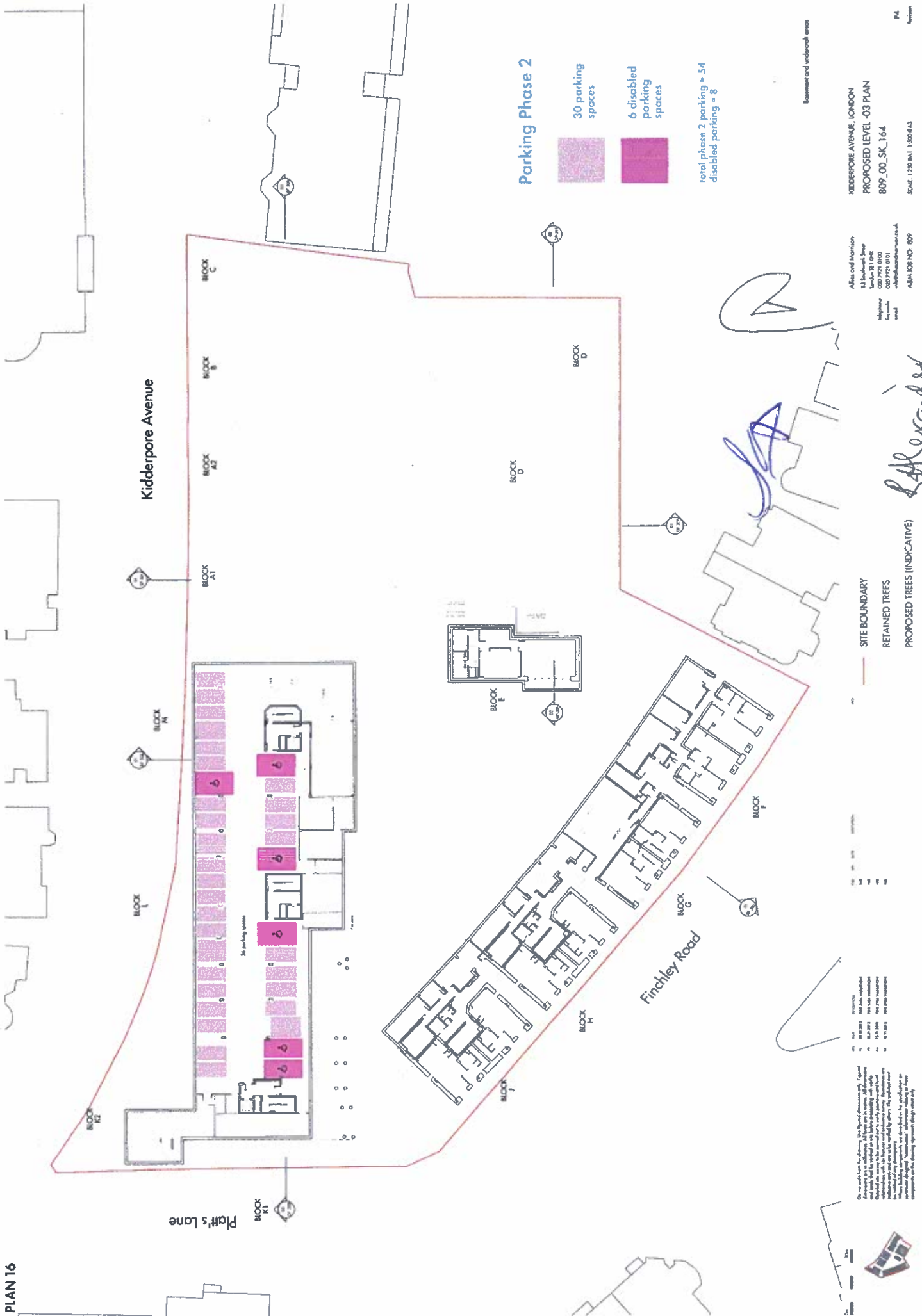


**Annex 1**

**Revised Plan 16, Revised Plan 17 and Revised Plan 18**

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### Parking Phase 2



30 parking spaces



6 disabled parking spaces

total phase 2 parking = 54  
disabled parking = 8

Basement and sub-craft areas

- SITE BOUNDARY
- RETAINED TREES
- PROPOSED TREES (INDICATIVE)

NO.	DATE	REVISIONS
01	08/03/2017	ISSUE FOR CONSULTATION
02	08/03/2017	ISSUE FOR CONSULTATION
03	15/03/2018	ISSUE FOR CONSULTATION
04	19/03/2018	ISSUE FOR CONSULTATION

On-site work for delivery has been completed. All agreed dimensions, agreed drawings and materials are in place. All dimensions and materials have been checked and confirmed to be correct. All agreed dimensions and materials have been checked and confirmed to be correct. All agreed dimensions and materials have been checked and confirmed to be correct.

Allen and Hornby  
11 Southport Street  
London E1 7JG  
Tel: 020 7792 0100  
Fax: 020 7792 0101  
www.allenandhornby.co.uk

*L Alexander*

KIDDERPORE AVENUE, LONDON  
PROPOSED LEVEL -03 PLAN  
809\_DO\_SK\_164  
SCALE: 1:250 (B1) 1:500 (A3)





KIDDERPORE AVENUE, LONDON  
 PROPOSED LEVEL -02 PLAN  
**809\_00\_SK\_165**

Scale: 1:250 (A1), 1:500 (A2)  
 Date: 12/01/2018

Client: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Architect: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Site Boundary  
 Retained Trees  
 Proposed Trees (Indicative)

Legend:  
 16 parking spaces  
 2 disabled parking spaces  
 Total phase 2 parking = 54 disabled parking = 8  
 12 parking spaces  
 2 disabled parking spaces  
 Total phase 1 parking = 30 disabled parking = 6

Scale: 1:250 (A1), 1:500 (A2)  
 Date: 12/01/2018

Client: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Architect: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Site Boundary  
 Retained Trees  
 Proposed Trees (Indicative)

Legend:  
 16 parking spaces  
 2 disabled parking spaces  
 Total phase 2 parking = 54 disabled parking = 8  
 12 parking spaces  
 2 disabled parking spaces  
 Total phase 1 parking = 30 disabled parking = 6

Scale: 1:250 (A1), 1:500 (A2)  
 Date: 12/01/2018

Client: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Architect: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Site Boundary  
 Retained Trees  
 Proposed Trees (Indicative)

Legend:  
 16 parking spaces  
 2 disabled parking spaces  
 Total phase 2 parking = 54 disabled parking = 8  
 12 parking spaces  
 2 disabled parking spaces  
 Total phase 1 parking = 30 disabled parking = 6

*JA*

PROPOSED TREES (INDICATIVE)

Scale: 1:250 (A1), 1:500 (A2)  
 Date: 12/01/2018

Client: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Architect: Alex and Marion  
 85 Southway Street  
 London SE1 0DE  
 020 7791 0100  
 alex@alexanderson.co.uk  
 marion@alexanderson.co.uk

Site Boundary  
 Retained Trees  
 Proposed Trees (Indicative)

Legend:  
 16 parking spaces  
 2 disabled parking spaces  
 Total phase 2 parking = 54 disabled parking = 8  
 12 parking spaces  
 2 disabled parking spaces  
 Total phase 1 parking = 30 disabled parking = 6





**Parking phase 1**

- 10 parking spaces
- 4 disabled parking spaces

total phase 1 parking = 30  
disabled parking = 0

Boundary and underground pipes

KIDDERPORE AVENUE, LONDON  
PROPOSED LEVEL -01 PLAN  
**809\_00\_SK\_166**

Alan and Rebecca  
45 Leabrook Lane  
London W11 2BT  
020 991 2400  
020 991 2411  
alan@arj.co.uk  
rebecca@arj.co.uk

*R. Alexander*

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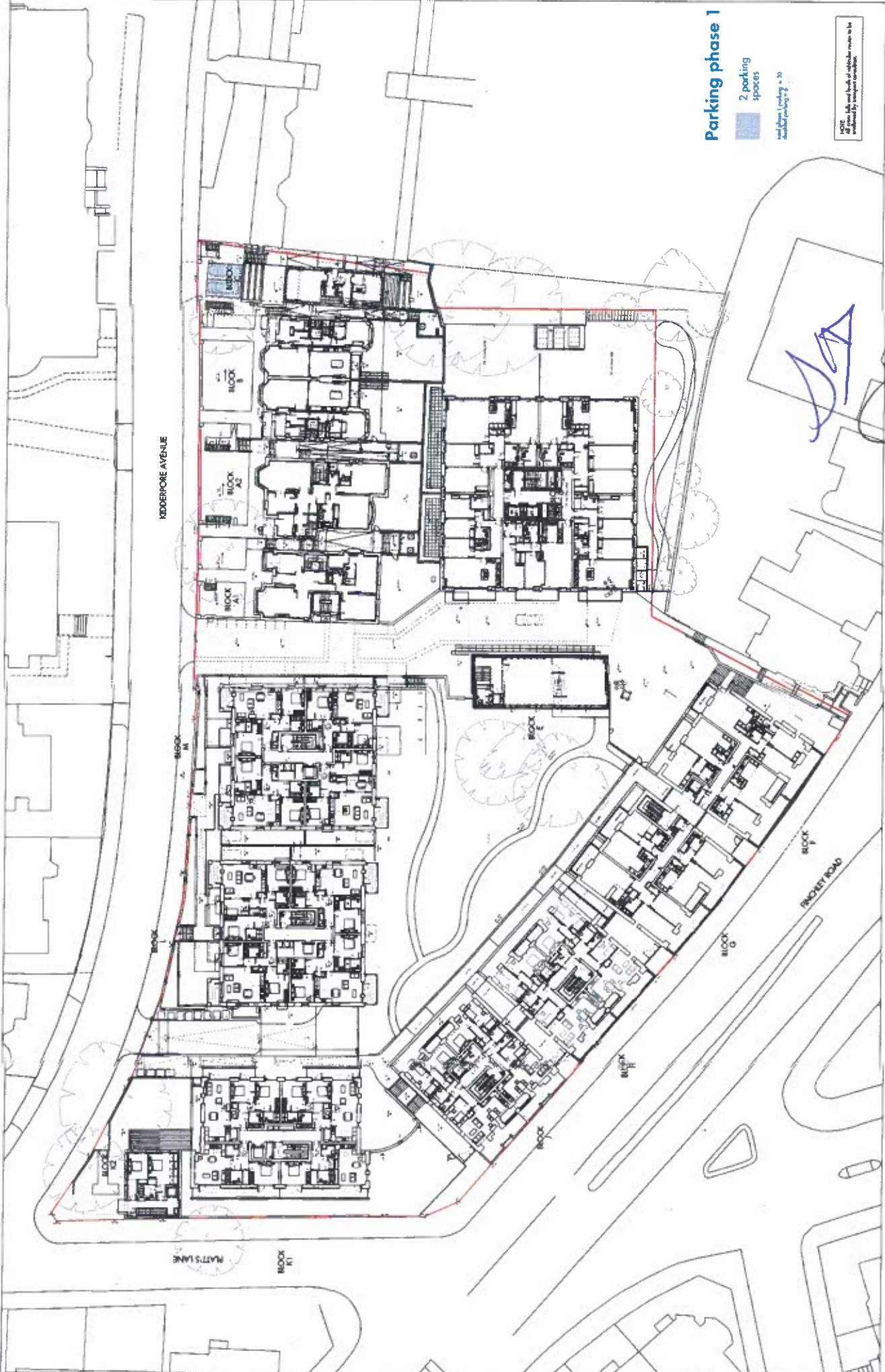




**Annex 2**

**Plan 19 – 809\_00SK\_600**





### Parking phase 1

2 parking spaces  
 20 disabled parking spaces

NOTE: All site work shall be in accordance with the relevant planning conditions.

Allen and Thornton  
15 Isabella Street  
London EC1A 4BE  
020 7932 0200  
020 7932 0201  
allenandthornton.co.uk  
ASA JOB NO. 809

KIDDERSPORE AVENUE  
PROPOSED LEVEL 00 PLAN  
SITE DRAWINGS  
809\_00\_SK\_600  
SCALE 1:500 (N/A)

P1

NO.	REVISION	DATE	BY	CHECKED

*R Alexander*



□ SITE BOUNDARY



**Annex 3**

**Draft planning permission reference 2014/7844/P**



CBRE  
CBRE  
Henrietta House  
Henrietta Place  
London  
W1G 0NB  
United KingdomApplication Ref: **2014/7844/P**

15 December 2015

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:

**328-338 Finchley Road  
2-6 Platt's Lane  
17A 19-29 Kidderpore Avenue  
Former Caroline Skeel Library**

## Proposal:

**DECISION**  
Variation of condition 34 (approved plans) of planning permission 2013/0685/P dated 13/09/2013 (for redevelopment of the site to create 128 residential units) namely for the following amendments: Block C - two car parking spaces to the front of the building, Block E (Art School) - relocated 3.5m towards Kidderpore Avenue, new basement, alterations to elevations, new bin store. Phase 2 amendments: Block J - terrace at level -02, extension of basement and amendments to windows and recesses, Block K - basement reduced in size and relocated (from under K1 to K2), alterations to elevations of K1 and K2, distance between K1 and K2 increased to 1.8m, enlargement of Block K by 80sqm, alteration to internal layout, Blocks L and M - amendments to elevations, Block M moved 300mm back from Kidderpore Avenue and removal of trees T21, T24, T25, T30, T31, T37, T38, T58, T65 and T68.

Drawing Nos: Superseded Plans: 809\_01\_07\_100 Rev P2, 809\_01\_07\_101 Rev P4, 809\_01\_07\_109 Rev P2, 809\_01\_07\_407 Rev P2, 809\_01\_07\_408 Rev P2, 809\_01\_07\_409 Rev P2, 809\_01\_07\_410 Rev P1, Arboricultural Implications Assessment and Arboricultural Method Statement Amended November 2012 by the Landscaping Partnership,

Revised plans and supporting documents: 809\_01\_07\_100 Rev P11 , 809\_01\_07\_101 Rev P13, 809\_01\_07\_103 Rev P11, 809\_01\_07\_109 Rev P6, 809\_01\_07\_404 Rev P2,



809\_01\_07\_407 Rev P6, 809\_01\_07\_408 Rev P4, 809\_01\_07\_409 Rev P4, 809\_01\_07\_410 Rev P3, 602.1\_TS02 dated 07 July 2015, Addendum Basement Impact Assessment Block E dated February 2015 by Card Geotechnics Limited(CGL), Letter from CGL dated 08 January 2015, Arboricultural Implications Assessment and Arboricultural Method Statement Amended January 2015 by the Landscaping Partnership.

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 REPLACEMENT CONDITION 34:

The development hereby permitted shall be carried out in accordance with the following approved plans: 809\_01\_07\_001 P1; 002 P1; 010 P1; 020 P1; 021 P1; 022 P1; 030 P1; 041 P1; 042 P1; 043 P1. 809\_01\_07\_100 P11; 101 P13; 102 P8; 103 P11; 104 P4; 105 P2; 106 P2; 107 P2; 108 P2; 109 P6; 200 P5; 201 P2; 202 P2; 203 P2; 204 P4; 300 P1; 301 P1; 400 P3; 401P2; 402 P3; 403 P4; 404 P2; 405 P4; 406 P5; 407 P6; 408 P4; 409 P4; 410 P3; 500 P1; 501 P1; 502 P1; 503 P1; 504 P1. D0159\_004 B; 005 B. 809\_01\_07\_150 P1; 151 P1; 152 P1; 153 P1; 154 P1; 155 P1; 156 P1; 157 P1; 158 P1. 809\_01\_21\_555 Rev P2, 10367-PV-001, 10367-PV-002, 10367-PV-003, 10367-PV-004, 10367-PV-005, 809\_04\_21\_700 C1, 701 C1, 702 C1, 809\_01\_90\_509 P1, 602.1\_TS02 dated 07 July 2015, Addendum Basement Impact Assessment Block E dated February 2015 by Card Geotechnics Limited(CGL), Letter from CGL dated 08 January 2015, Arboricultural Implications Assessment and Arboricultural Method Statement Amended January 2015 by the Landscaping Partnership.

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

Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).



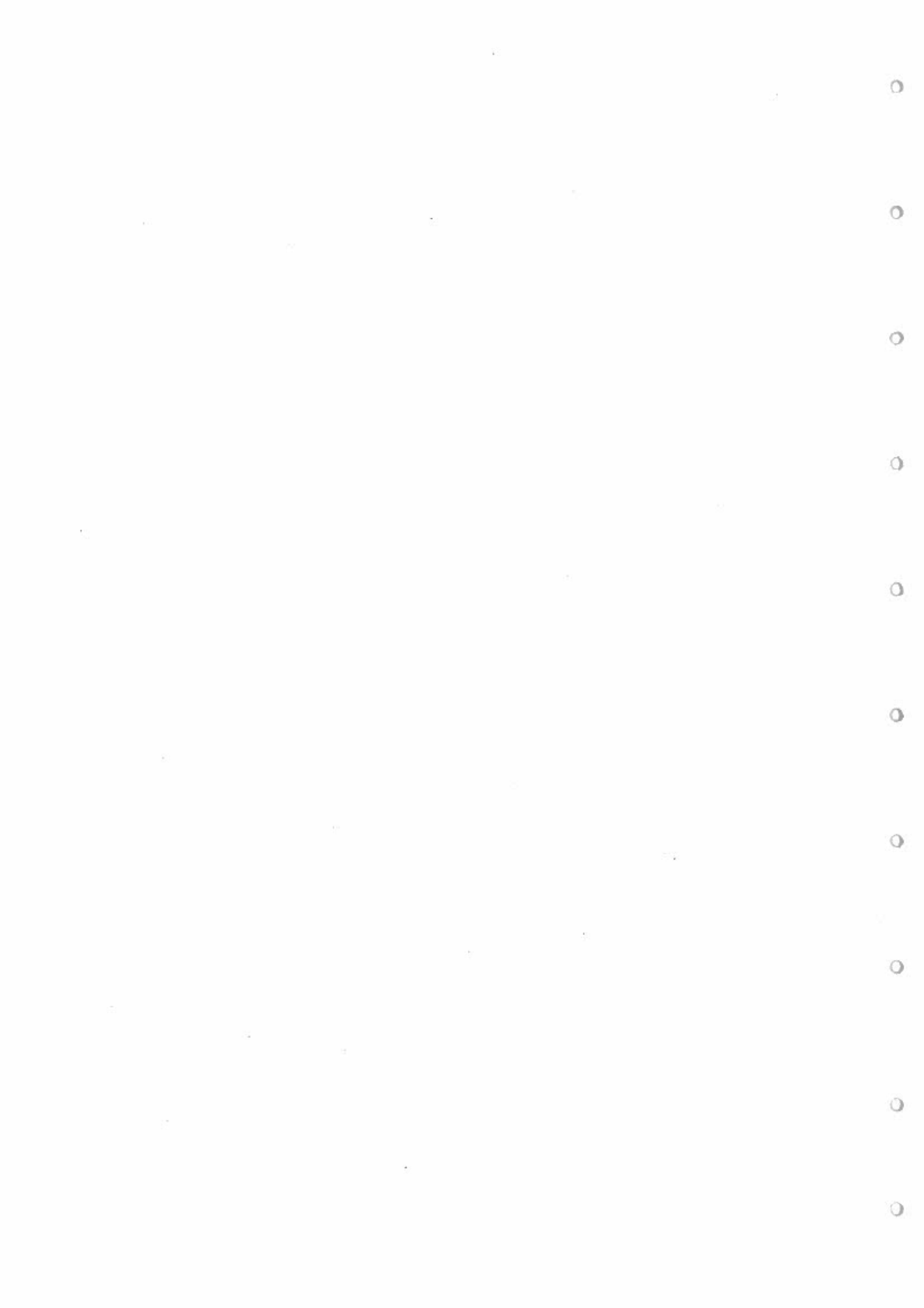
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**



$$f_{\text{sum}} = \sum_{i=1}^n f_i$$

-----

$$f_{\text{sum}} = \sum_{i=1}^n f_i$$

-----

$$f_{\text{sum}} = \sum_{i=1}^n f_i$$

$$f_{\text{sum}} = \sum_{i=1}^n f_i$$

DATED

16 December

2015

**(1) BDW TRADING LIMITED**

and

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

---

**THIRD DEED OF VARIATION**

**relating to the Agreement dated 13 September 2013  
pursuant to section 106 of the Town and  
Country Planning Act 1990 (as amended)  
relating to land known as  
328-338 Finchley Road, 2-6 Platt's Lane, 17A 19-29 Kidderpore Avenue**

---

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP  
Tel: 020 7974 5826  
Fax: 020 7974 2962