DATED 25 August 2017

(1) PHILIP JOHN MATTHEWMAN

and

(2) BARCLAYS BANK PLC

and

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

A G R E E M E N T relating to land known as

87-89 Prince of Wales Road London NW5 3NT

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
section 111 of the Local Government Act 1972

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

Tel: 020 7974 5647 Fax: 020 7974 2962

CLS/PK/1800.93 (final)

BETWEEN:

- PHILIP JOHN MATTHEWMAN of 87-89 Prince of Wales Road, London, NW5 3NT (hereinafter called "the Owner") of the first part
- 2. BARCLAYS BANK PLC (registered under company number 01026167) whose registered office is at 1 Churchill Place, London, E14 5HP (hereinafter called "the Mortgagee") of the second part
- 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

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WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL713752 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 Planning Application for the Development of the Property was submitted to the Council and validated on 15th November 2016 and the Council resolved to grant permission conditionally under reference number 2016/6285/P subject to conclusion of this legal Agreement.
- 1.4 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.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under title number NGL713752 and dated 18th December 2015 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1 "the Act"

the Town and Country Planning Act 1990

2.2 "this Agreement"

this planning obligation made pursuant to Section 106 of the Act

2.3 "the Development"

change of use of the upper ground and first floors from doctors surgery D1 to create 2 dwellings (C3) comprising 2 x 1 bed, alterations to fenestration, erection of painted metal gates and railings with spear heads to street boundary and construction of refuse, recycling and cycle stores as shown on drawing numbers 4043-P.103, 4043-P.104, 4043-P.105, 4043-P.110, 4043-P.111, 4043-X.101, 4043-X.103, 4043-X.104, 4043-X.105, 4043-X.110,4043-X.111 and planning statement dated November 2016 from 4orm planning

2.4 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly 2.5 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

the Council, the Owner and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 15th November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/6285/P subject to conclusion of this Agreement

2.8 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form at the First Schedule annexed hereto

2.10 "the Property"

the land known as 87-89 Prince of Wales Road, London, NW5 3NT the same as shown edged red on the plan at the Second Schedule annexed hereto

2.11 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by

residents of the locality in which the Development is situated

2.12 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act and Section 111 of the Local Government Act 1972 and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the 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.
- 3.2 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.
- 3.3 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.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
 - (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay;
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park cwned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause
 hereof quoting planning reference 2016/6285/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough

Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
- 6. IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-
- The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/6285/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties

and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. MORTGAGEE EXEMPTION

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to

settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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 their Deed the day and year first before written.

first before written		Ma +
EXECUTED AS A DEED BY PHILIP JOHN MATTHEWMAN in the presence of:)))	Mathewn,
Witness Signature:)	La f S. Jan.
Witness Name: (CAPITALS))	ARNE F G MOSS
Address:)	14 PRINTIORICS APTS LONDON SES 96
)	116 COLDHARBOUR LNE
Occupation:)	PSYCHOTHERAPIST
EXECUTED AS A DEED BY BARCLAYS BANK PLC By TESAL RAJESH DESAI)))	Jasaci
in the presence of:-)	
KAREN SUSAN HOOCETTS	K	magdis
THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto Affixed by Order:-)	

Business INITIALS DATE

Banking Hay 6

Authorised Signatory

By this POWER OF ATTORNEY made by deed on 18 May 2017 (the "Deed"), we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place Landon 534.5 UP (1) 160

is situate at 1 Churchill Place, London, E14 5HP (the "Company") APPOINTS:

lesal Rajesh Desai Collateral Release and Maintenance Manager Credit Product Operations One Snowhill Queensway Birmingham B4 6GN and complete copy of the original

FOR BARCLAYS BANK PLC
Name SONALD YANDE
Job Title Collatural Agent
Date 28/06/11

as our true and lawful attorney (the "Attorney") for and in our name and on our behalf (but without prejudice to or in any way limiting the actual or ostensible authority of the said attorney) to do and execute the following acts and deeds:

- 1. to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange; and/or
- to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose; and/or
- 3. to sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- 4. to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

relating to work done in the ordinary course of business of Credit Product Operations.

This Deed shall remain in force for twelve consecutive calendar months from the date of this Deed.

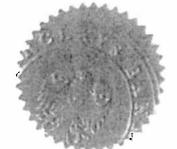
This Deed shall be governed and construed in accordance with the laws of England and Wales, to the jurisdiction of whose courts the Company submits by executing this Deed and the Attorney submits by purporting to act under its terms.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of Barclays Bank PLC was affixed in the Execution of this Deed in the presence of:

Assistant Secretary

Authorised Sealing Officer





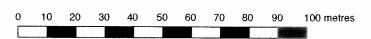
THE FIRST SCHEDULE

DRAFT PLANNING PERMISSION

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> BARCLAYS BANK PLC BUSINESS LENDING SERVICES PO BOX 16276 BIRMINGHAM B2 2XE





4orm

1-5 Official Street London NT 10H

sturio@4orm.co.uk www.4orm.co.uk

Project

87-89 Prince Of Wales Road London

Drawing Title Location Plan

Drawing Status

PLANNING

 Date
 Scale @ A4
 Drawn

 October 16
 1:1250
 RH

Drawing Number

4043-X.101

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THE SECOND SCHEDULE

PLAN OF THE PROPERTY

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Regeneration and Planning Development Management

London Borough of Camden Town Hall Judd Street London WC1H 9JE

Tel 020 7974 4444

planning@camden.gov.uk www.camden.gov.uk/planning

4orm 1-5 Offord Street London N1 1DH

Application Ref: 2016/6285/P

11 May 2017

Dear Sir/Madam

dam

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:

87-89 Prince of Wales Road London NW5 3NT

Proposal:

Change of use of the upper ground and first floors from doctors surgery D1 to create 2 dwellings (C3) comprising 2 x 1 bed, alterations to fenestration, erection of painted metal gates and railings with spear heads to street boundary and construction of refuse, recycling and cycle stores.

Drawing Nos: 4043-P.103, 4043-P.104, 4043-P.105, 4043-P.110, 4043-P.111, 4043-X.101, 4043-X.103, 4043-X.104, 4043-X.105, 4043-X.110,4043-X.111 and planning statement dated November 2016 from 4orm planning.

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 this permission.

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

2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

The development hereby permitted shall be carried out in accordance with the following approved plans 4043-P.103, 4043-P.104, 4043-P.105, 4043-P.110, 4043-P.111, 4043-X.101, 4043-X.103, 4043-X.104, 4043-X.105, 4043-X.110, 4043-X.111 and planning statement dated November 2016 from 4orm planning

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

Before the development commences, details of secure and covered cycle storage area for 2 x cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

The proposed 2 x 1Bed units on the ground and first floors as indicated on plan numbers (4043-P.104 and 4043-P.105) hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2), evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

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 CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

The proposed conversion of the ground and first floors doctor's consultation rooms with ancillary staff room to provide 2 x 1Bed self-contained flats are considered to be acceptable in principle. The proposal would meet policy DP2 which seeks to maximise the supply of housing accommodation within Camden. The premise has limited access and arrangement due to the steep steps and narrow corridors. Both the consulting rooms and circulation spaces are too small and do not meet modern accessible standards. Wheelchair accessibility is severely limited and requires a consulting room to open directly off the waiting area compromising patient privacy and dignity supporting letter confirmed the premises have long been classified by the Health Authority as "not being capable of improvement to modern standards. As such, the change of use would be acceptable in this instance. The scheme was revised to retain the Doctor's Surgery (Class D1) use at lower-ground floor level due to the lack of marketing evidence.

The proposed size break down of the proposed use of 2 x 1Bed units would not satisfy policy DP5 (homes of different sizes) which stipulates 40% of new dwellings should be two bedroom dwellings. It is recognised that the 2x 1bed flats would not meet this requirement. However, due to the site layout the residential mix proposed would be appropriate in this instance given the existing site constraints. The proposed development meets residential standards guidance in CPG 2 and the London plan 2016 in terms of habitable room sizes, ventilation and outlook.

The quality of residential accommodation is considered to be of a good standard the ground floor unit would be a 1Bed 2P unit measuring 69sqm and the first floor flat would measure approximately 63sqm 1Bed 2P unit, exceeding the minimum national space standards.

The site is located in PTAL 6A good public transport and storage facility for 2 x cycle provision would be provided on site. In accordance with policy DP18 the development should be 'car free' and this would be secured by legal agreement s106.

The proposed addition of the balustrade surmounted on brickwork to the front elevation for a new boundary fence with new metal gates would help to reunite the general appearance of the adjoining properties, as such would be acceptable in design and appearance. It's proposed to replace the existing windows to the rear southeast elevation with new timber framed sash window and the decorative window designs that are present on the first floor elevation are to be continued along the rear elevation to preserve the facade character of the building. The proposed bin storage area to the northeast elevation is acceptable.

The amenity impacts to neighbouring residential units are considered to be acceptable. The residential block of flats located at the rear and the flats adjoining the host building would not be impacted open as no new opening are proposed to the rear or side elevation as such, would accord to DP26 of the LDF.

No objection/comments were received prior to making this decision. The planning history of the site and surrounding area were taken into account when coming to this decision. Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing

the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, CS10, CS14 and CS16 of the London Borough of Camden Local Development Framework Core Strategy, policies DP2, DP5, DP6, DP15, DP16, DP17, DP18, DP25, DP26 of the London Borough of Camden Local Development Framework Development and policies C2, D1, H2, T2, of the Camden Local Plan Submission Draft 2016.

- Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. website 020 7974 4444 or the http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/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.
- The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. The proposed CIL charge would be £50.00 x 62.9 = 3145, the amount will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973)] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.

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

Yours faithfully

Supporting Communities Directorate

DRAFT

DEGISION

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2017

(1) PHILIP JOHN MATTHEWMAN

and

(2) BARCLAYS BANK PLC

and

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

AGREEMENT relating to land known as

87-89 Prince of Wales Road London NW5 3NT

Section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972

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