

DATED

29 January

2018  
~~2017~~

**(1) CAECILIA MARY JANE ANNE TAYLOR**

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

**78 Compayne Gardens London NW6 3RU**

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

CLS/COM/ESA/1800.393  
S106 FINAL



THIS AGREEMENT is made the 29<sup>th</sup> day of January 2018

**BETWEEN:**

- i. **CAECILIA MARY JANE ANNE TAYLOR** of Flat 1, 78 Compayne Gardens, London NW6 3RU and care of Freeman Box, 8 Bentinck Street, London W10 2BJ (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK PLC** of (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN (formerly administered by ING Direct Ltd) (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 294632.
- 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 is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL910828 subject to a charge to the Mortgagee.
- 1.4 The Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 18 May 2017 and the Council resolved to grant permission conditionally under reference number 2017/2265/P subject to the conclusion of this legal Agreement.

- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011 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.
- 1.7 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL910828 and dated 31 May 2012 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 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in

accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of

		major operations delivery schedules and amendments to normal traffic arrangements (if any);
		(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
		(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.5	"the Construction Management Plan Implementation Support Contribution"	the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.6	"the Construction Phase"	the whole period between  (i) the Implementation Date and (ii) the date of issue of the Certificate of Practical Completion  and for the avoidance of doubt includes the demolition of the Existing Buildings
2.7	"the Council's Considerate Contractor Manual"	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for

developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

demolition of existing garage and erection of 1x bedroom dwelling within rear garden as shown on drawing numbers:- 078: A0.02\_PD; A0.01\_EX; A1.01\_EX; A2.01\_EX; A2.02\_EX; A3.01\_EX; A4.01\_EX; A1.01\_PD; A1.02\_PD; A.201b\_PD; A2.01\_PD; A2.02\_PD; A2.03\_PD; A2.04\_PD; A3.01\_PD; A4.01\_PD; A4.02\_PD; A4.03\_PD.

Transport Statement by Paul Mew Associates dated December 2016; Planning Statement by Savills dated April 2017; Design and Access Statement by Scenario Architecture dated March 2017; Arboricultural Impact Assessment dated 17 March 2017; Tree Constraints Plan by Landmark Trees dated July 2016; Daylight and Sunlight Study (Neighbouring Properties) by Right of Light Consulting dated 15 March 2017; Daylight and Sunlight Study (Within Development) by Right of Light Consulting dated 15 March 2017; Window Key by Right of Light Consulting

2.9 "the Existing Building"

the garage located on the property at the date of this Agreement

2.10 "the Highways Contribution"

the sum of £3,298.71 (three thousand two hundred and ninety-eight pounds and seventy-one pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures

in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) repair of the footway; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

- 2.11 "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
- 2.12 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.13 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.14 "the Parties" mean the Council, the Owner and the Mortgagee
- 2.15 "the Planning Application" a planning application in respect of the development of the Property submitted to the



Council and validated on 18 May 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/2265/P subject to conclusion of this Agreement

- 2.16 "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
- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.18 "the Property" the land known as 78 Compayne Gardens, London, NW6 3RU the same as shown shaded grey on the plan annexed hereto
- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.20 "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
- 2.21 "Residents Parking Bay" 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

3. **NOW THIS DEED WITNESSETH** as follows:

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, and Section 1(1) of the Localism Act 2011. This Agreement 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 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 and 4.2 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; and
- (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 owned, 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.

##### 4.2 **Construction Management Plan**

4.2.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
  - (ii) submit to the Council for approval a draft Construction Management Plan.
- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:
  - (i) received the Construction Management Plan Implementation Support Contribution in full; and
  - (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.3 **Highways Contribution**
- 4.3.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.3.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.3.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.3.4 Not to Implement nor permit Implementation until such time as the Council has

approved the Level Plans.

- 4.3.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.3.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.3.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.3.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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.
- 5.2 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 6.1 hereof quoting the planning reference 2017/2265/P the date upon which the Development will be 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 jointly and severally 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.
- 5.5 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 Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2017/2265/P.
- 5.7 Payment of the Highways Contribution and the Construction Management Plan Implementation Support Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/2265/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road, Middlesex, EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value

added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.10 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:-

- 6.1 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, Placeshaping Service, Urban Design and Development Team, 2<sup>nd</sup> Floor, 5 Pancras Square, London N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the Planning Permission reference number 2017/2265/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 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 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.

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

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

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

**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

EXECUTED AS A DEED BY )  
CAECILIA MARY JANE ANNE TAYLOR )  
in the presence of: )



*Elizabeth O'Brien*  
.....  
Witness Signature

Witness Name ELIZABETH O'BRIEN  
Address 15 WOODVILLE ROAD  
LONDON NW11 9TP  
Occupation ADMIN

Continuation of section 106 agreement in relation to 78 Compayne Gardens  
London NW6 3RU

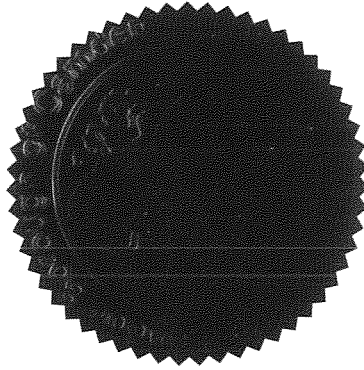
EXECUTED as a Deed  
By BARCLAYS BANK PLC  
by  
in the presence of:

Witnessed on behalf of BARCLAYS BANK PLC by  
SAUNDRA HOPE  
22.09.17  
WYVONNE MCKENZIE

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

Cyria

Authorised Signatory



**THE FIRST SCHEDULE**  
**Pro Forma**  
**Construction Management Plan**

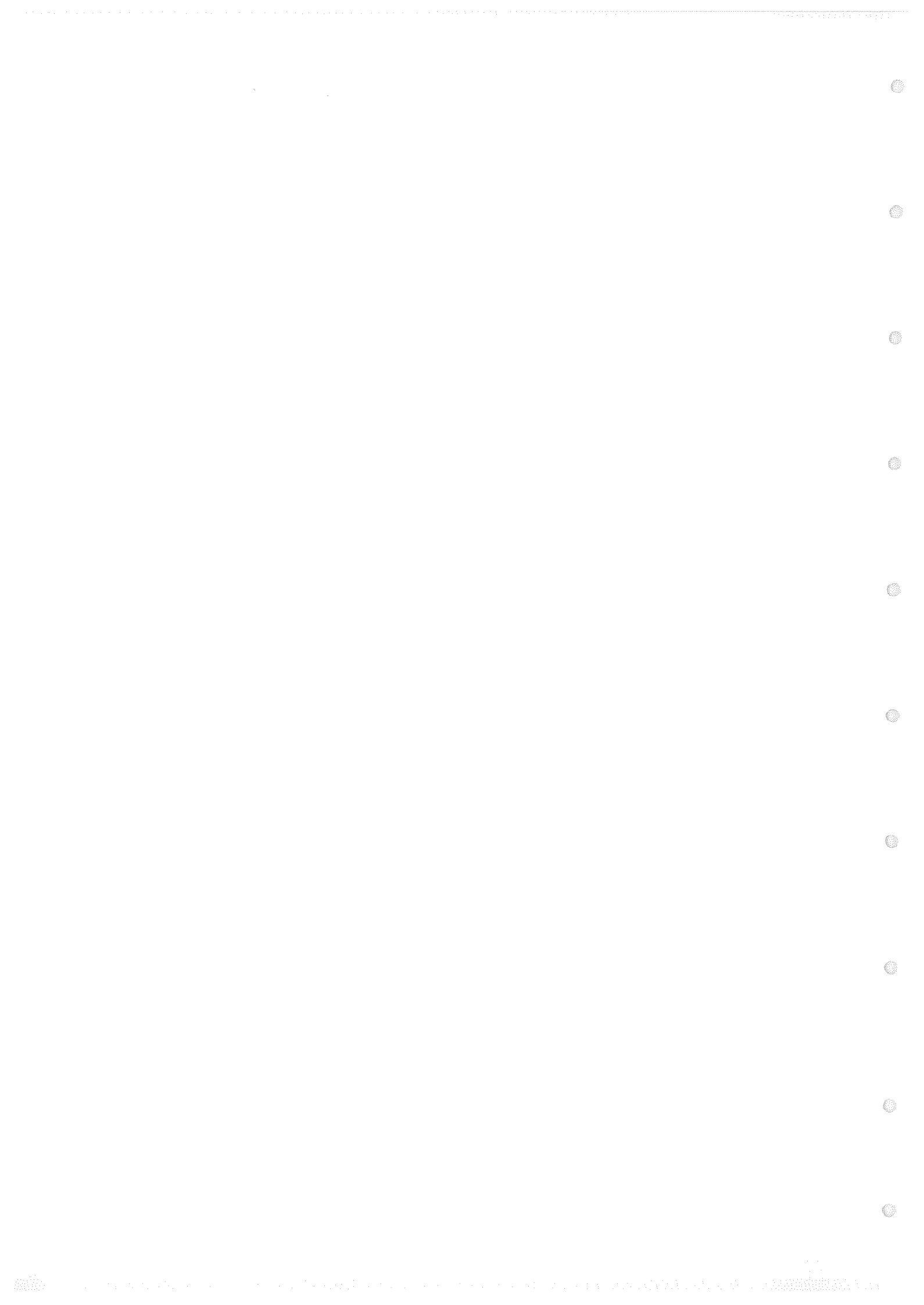
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**



Signed for and on behalf of BARCLAY BANK PLC by  
SAMANTHA HOPE  
Solicitor, a Solicitor under a Power of Attorney  
dated 22-09-17 in the presence of:  
WITNESS YVONNE MCKEE

# NORTHGATE SE GIS Print Template



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# THE HISTORY OF THE UNITED STATES

The history of the United States is a complex and multifaceted story that spans centuries. It begins with the early Native American civilizations, such as the Mayans, Aztecs, and Incas, who built great empires in the Americas. The arrival of European explorers in the late 15th and early 16th centuries marked the beginning of a new era. The Spanish, French, and British established colonies that would eventually become the United States. The American Revolution, fought between 1775 and 1783, led to the birth of the United States as an independent nation. The Constitution was drafted in 1787, and the Bill of Rights was added in 1791. The 19th century was a period of rapid expansion and growth, with the discovery of gold in California and the westward migration of settlers. The Civil War, fought between 1861 and 1865, was a pivotal moment in American history, as it resolved the issue of slavery and preserved the Union. The 20th century was a time of global conflict, with the United States playing a leading role in World War I and World War II. The Cold War era, from the late 1940s to the early 1990s, was a period of tension between the United States and the Soviet Union. The end of the Cold War and the beginning of the 21st century have seen the United States continue to shape the world through its economic and political influence.

The United States has a rich and diverse cultural heritage, with contributions from many different ethnic groups and regions. The country has been a leader in many areas, including science, technology, and the arts. The American dream, the idea that anyone can achieve success through hard work and determination, is a central theme in the country's history. The United States has also been a champion of democracy and human rights, and has played a significant role in the development of the modern world. The country's history is a testament to the power of the human spirit and the ability of a nation to overcome adversity and build a better future for all its people.

The United States is a country of many firsts, and its history is a story of continuous progress and innovation. From the early days of exploration to the present, the United States has been a force for good in the world. The country's values of freedom, justice, and equality are the foundation of its identity, and these values continue to inspire and guide the American people. The history of the United States is a story of hope and possibility, and it is a story that we can all be proud of.

Savills  
Fourth Floor  
33 Margaret Street  
London  
W1G 0JDApplication Ref: **2017/2265/P**

24 November 2017

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:  
**78 Compayne Gardens**  
London  
NW6 3RU

## Proposal:

**DECISION**  
Demolition of existing garage and erection of 1x bedroom dwelling within rear garden  
Drawing Nos: 078: A0.02\_PD; A0.01\_EX; A1.01\_EX; A2.01\_EX; A2.02\_EX; A3.01\_EX;  
A4.01\_EX; A1.01\_PD; A1.02\_PD; A.201b\_PD; A2.01\_PD; A2.02\_PD; A2.03\_PD;  
A2.04\_PD; A3.01\_PD; A4.01\_PD; A4.02\_PD; A4.03\_PD.

Transport Statement by Paul Mew Associates dated December 2016; Planning Statement by Savills dated April 2017; Design and Access Statement by Scenario Architecture dated March 2017; Arboricultural Impact Assessment dated 17 March 2017; Tree Constraints Plan by Landmark Trees dated July 2016; Daylight and Sunlight Study (Neighbouring Properties) by Right of Light Consulting dated 15 March 2017; Daylight and Sunlight Study (Within Development) by Right of Light Consulting dated 15 March 2017; Window Key by Right of Light Consulting.

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 D1 [and D2 if in CA] of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: 078: A0.02\_PD; A0.01\_EX; A1.01\_EX; A2.01\_EX; A2.02\_EX; A3.01\_EX; A4.01\_EX; A1.01\_PD; A1.02\_PD; A.201b\_PD; A2.01\_PD; A2.02\_PD; A2.03\_PD; A2.04\_PD; A3.01\_PD; A4.01\_PD; A4.02\_PD; A4.03\_PD.

Transport Statement by Paul Mew Associates dated December 2016; Planning Statement by Savills dated April 2017; Design and Access Statement by Scenario Architecture dated March 2017; Arboricultural Impact Assessment dated 17 March 2017; Tree Constraints Plan by Landmark Trees dated July 2016; Daylight and Sunlight Study (Neighbouring Properties) by Right of Light Consulting dated 15 March 2017; Daylight and Sunlight Study (Within Development) by Right of Light Consulting dated 15 March 2017; Window Key by Right of Light Consulting.

Reason:

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

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Details including sections at 1:10 of all windows (including jambs, head and cill), external doors and gates;

b) Plan, elevation and section drawings of the boundary treatment, roof junction and elevations including fenestration design at a scale of 1:10 or 1:20;



c) 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).

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Before the development commences, details of secure and covered cycle storage area for 2x 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 T1 of the London Borough of Camden Local Plan 2017.

- 6 The proposed dwelling, as indicated on plan number/s 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 policy H6 of the London Borough of Camden Local Plan 2017.

- 7 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the local planning authority in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the London Borough of Camden Local Plan 2017.

- 8 No works on the relevant parts of the development shall commence until full details of hard and soft landscaping and means of enclosure of all un-built, open areas, including the roof terraces have been submitted to and approved by the local planning authority. The details shall include details of 2 no. replacement trees and a maintenance plan. The relevant works shall not be carried out otherwise than in accordance with the details thus approved. 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 Council gives written consent to any variation.

Reason: To enable the Council to ensure a reasonable standard of amenity in the scheme in accordance with the requirements of policies A2, A3 and CC3 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to the end of the next available planting season, replacement planting of 2x trees shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies A2 and A3 and D2 of the London Borough of Camden Local Plan 2017.

- 10 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2, and CC3 of the London Borough of Camden Local Plan 2017.

- 11 Prior to construction the development hereby approved shall submit an energy statement demonstrating how a 20% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy has been achieved to the Local Planning Authority to be approved in writing. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 12 Prior to construction the development hereby approved shall submit a sustainability statement demonstrating how sustainable design principles and climate change adaptation measures have been incorporated into the design and construction of the development to be approved by the Local Planning Authority. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1 and CC2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 The proposed demolition of the existing garage structure and erection of a two-storey dwelling house is considered overall acceptable, in this instance. Although the existing structure is not in use for parking purposes, the demolition and subsequent replacement of the garage would formally result in a loss of parking space(s), which is supported by policy T2 of the Camden Local Plan.

The proposed dwelling house is considered to be appropriate in its scale and design. The proposal maintains its subordinate mass and scale in relation to the main dwelling house and its infill location within the conservation area. The choice of materials used in the proposal are both innovative but also reinterprets existing design such as the red-brick style which is predominant within the host conservation area. Overall, the proposal preserves and enhances the South Hampstead Conservation Area.

The proposed dwelling is acceptable in its interior footprint and space standards as it surpasses the minimum space standard for one-bedroom, two-storey dwelling and the bedroom also surpasses the minimum space standard for a double bedroom as specified within the Department of Communities and Local Government (DCLG) space standards. The dwelling is also design and adapted to meet the majority of the requirements of Building Regulation M4(2) and therefore the proposed residential accommodation is accessible to all.

The site falls within the Swiss Cottage Controlled Parking Zone (CPZ) and as per the requirements of policy T2, this decision is subject to a car-free legal agreement to ensure that future occupants of the development are aware that they are not entitled to on-street parking permits. The development provides 2x cycle spaces which is the minimum requirement for this development. Further details of the cycle parking spaces shall be required by condition upon approval.

The proposal has been reviewed by the Council's Trees and Landscaping Officer who has raised no objections to the scheme subject to the implementation of conditions as listed above. The proposed dwelling house has also been reviewed by the Council's Sustainability Officer who does not object subject to conditions.

All new build or converted dwellings are required to achieve 110L per person, per day (including 5 litres for external water use). This will be secured by condition.

The proposal due to its location, scale and design (including the location of the proposed windows) is considered to cause negligible harm to adjoining residential occupiers.

No objections or comments were received prior to making this decision. The planning history of the site and relevant appeal decisions were taken into account when coming to this decision.

Considerable importance and weight has been paid to the desirability of preserving and enhancing the character and 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 H1, H6, A1, A3, D1, D2, CC1, CC2, CC3, T1, T2, T4 and DM1 of the London Borough of Camden Local Plan 2017. The proposed development is also in general accordance with the London Plan 2016 and the National Planning Policy Framework.

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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).
- 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 proposal involves one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule is likely to be £3,390 (67.8sqm x £50) for the Mayor's CIL and £33,900 (67.8sqm x £500) 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 circumstance. Both CILs will be collected by Camden Council 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 construction costs index.

- 5 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.
- 6 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.

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

**DECISION**





DATED 29 January <sup>2018</sup>~~2017~~

**(1) CAECILIA MARY JANE ANNE TAYLOR**

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  
78 Compayne Gardens London NW6 3RU  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended), Section 16 of the Greater London Council (General Powers)  
Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism  
Act 2011 and  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

CLS/COM/ESA/1800.393  
S106 FINAL



By this POWER OF ATTORNEY made by deed on 22 September 2017, 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, London E14 5HP (the "Company") APPOINT:

Rosemary Bradley, Senior Customer Agent  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Debra Withington, Customer Agent  
Laura Ann Hewitt, Customer Agent  
Aumit Rasool, Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Kelly, Customer Agent  
Patricia Dawson, Customer Agent  
Kelly Lee Tose, Operations Manager  
Samantha Hall, Customer Agent  
Vincenzo Nicoletti, Customer Agent  
Ferhana Patel, Customer Agent  
Charlotte Ann Hannick, Customer Agent  
Michelle Victoria Phillips, Customer Agent  
Donna Samantha Adamson, Senior Customer Agent  
Trevor David Richardson, Collections Senior Agent  
Andrew Arthur Carter, Customer Agent  
Marti Phillip, Team Leader  
Laye Lamymman, Customer Agent  
Joanne Bowling, Customer Agent  
Anita Jane Artle, Customer Agent  
Stephen Hall, Senior Customer Agent  
Samantha Louise Hope, Customer Agent  
Steven Anthony Redfern, Collections Senior Agent  
Kevin Daniel Blakelock, Operations Manager  
Asib Gulzar, Customer Agent  
Debra Finn, Customer Agent  
Diane Baxter, Operations Manager  
Geraldine Cavaghan, Operations Manager  
Ben David Erwin-Senior Operations Manager  
Rebecca Naylor, Mortgage Underwriter  
Deborah Hocker, Operations Manager  
Stacey Louise Markham-Smith, Customer Agent  
Burhaan Darr, Customer Agent  
Jacqueline Melita Cardiss, Customer Agent  
Nicholas John Salter, Team Leader  
Angela Joyce Nathaniel, Customer Agent  
Matthew James Timmins, Team Leader  
Rachel Sarah Jane Fishwick, Team Leader

Zishaan Siddique, Customer Agent  
John Craig Muspratt, Senior Customer Agent  
John Lyons, Senior Customer Agent  
Vicky Johnstone, Senior Customer Agent  
Gail Cooper, Customer Agent

Each of Barclays Services Ltd, PO Box 187, Leeds, LS11 1AN as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Company.

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

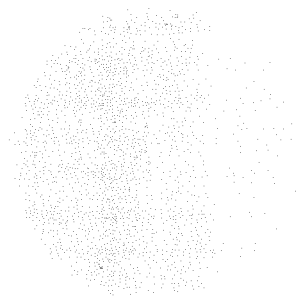
This Power of Attorney replaces the Power of Attorney that was executed on 08 May 2017.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.


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  
BARCLAYS BANK PLC



I certify this to be a true and complete copy of the original.

  
For Barclays Bank PLC  
Manager

Date 19.12.17