

DATED

*17 December*

2018

**(1) SPENCER AARON BAYLIN**

and

**(2) BARCLAYS BANK UK 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

**13A Pond Street, London NW3 2PN**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);**

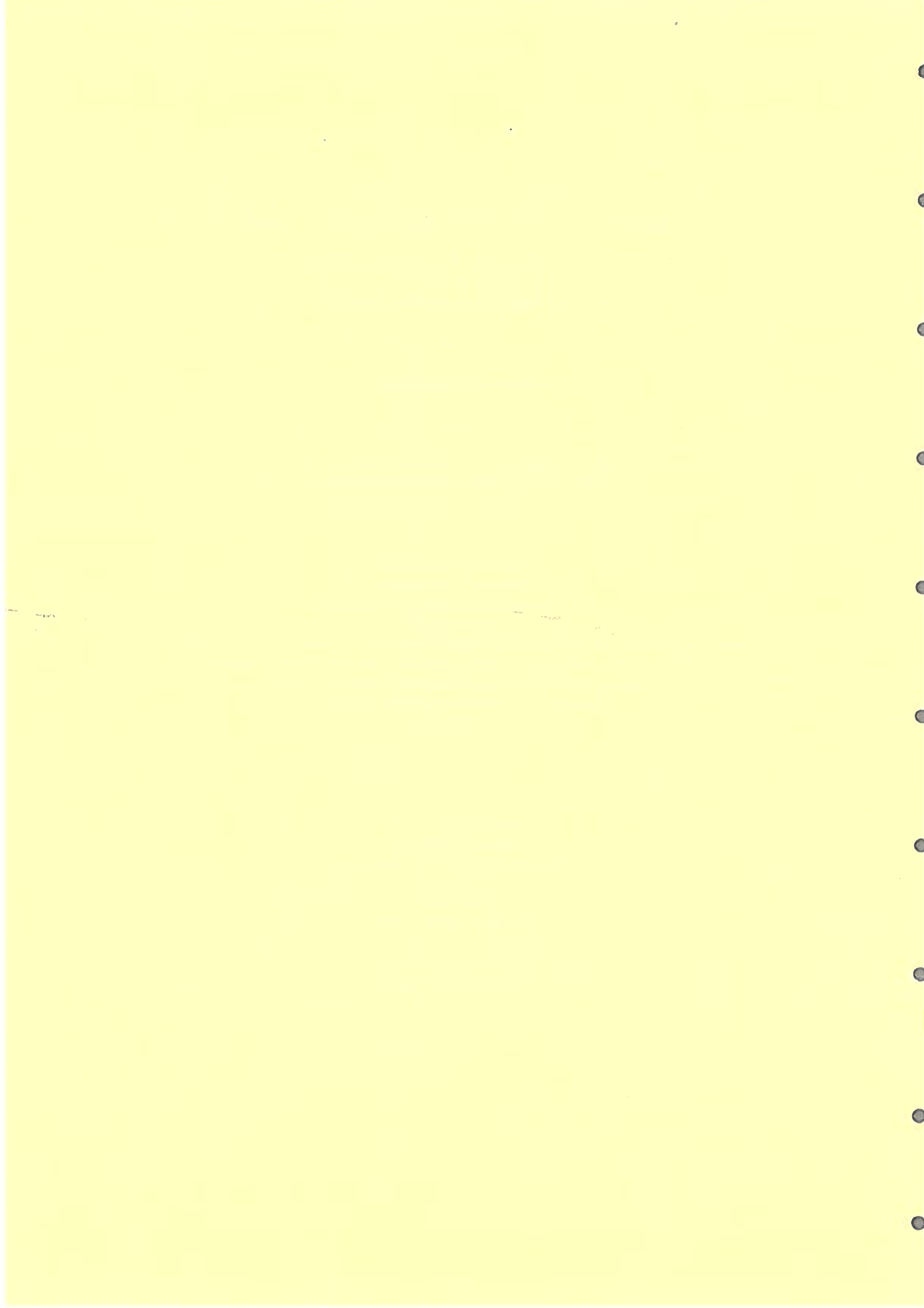
**Section 16 of the Greater London Council (General Powers) Act 1974;**

**Section 111 of the Local Government Act 1972;**

**Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 4125  
CLS/COM/OO.1800.774



THIS AGREEMENT is made the 17<sup>th</sup> day of December 2018

**B E T W E E N:**

- A. **SPENCER AARON BAYLIN** of 13a Pond Street, London NW3 2PN (hereinafter called "the Owner") of the first part
- B. **BARCLAYS BANK UK PLC** of of P.O. Box 187, Leeds LS11 1AN (hereinafter called "the Mortgagee") of the second part
- C. **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 NGL113420 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 A Planning Application for the development of the Property was submitted to the Council and validated on 18 December 2017 and the Council resolved to grant permission conditionally under reference number 2017/6907/P subject to the conclusion of this legal Agreement.
- 1.4 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.

1.5 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 NGL113420 and dated 6 November 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 (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 Building 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):-<br><br>(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 Building or structures on the Property and the building out of the Development;

- (ii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the conservation area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

the sum of £3,136 (three thousand one hundred and thirty six 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

- Support Contribution” 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 Building
- 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” erection of 3-storey dwelling, plus basement including alterations to retained extension (to east of existing cottage) and refurbishment of existing roof terrace, with associated landscaping, following demolition of existing 2-storey cottage as shown on drawing numbers:-
- Drawing Nos: 201-100 P01; 201-101 P01; 201-102; 201-103; 201-110; 201-111; 201-112; 201-113; 201-120; 201-121; 201-122; 201-123; 201-124.
- 201-200\_P04; 201-201\_P04; 201-202\_P04; 201-203\_P03; 201-204\_P03; 201-205\_P04; 201-210\_P04; 201-211\_P04; 201-212\_P04; 201-213\_P04; 201-214\_P04; 201-215\_P04; 201-216\_P04; 201-217\_P04; 201-220\_P05; 201-221\_P05; 201-222\_P05; 201-223\_P04; 201-224\_P04; 201-225\_P04
- Supporting documents:
- Response to BIA audit prepared by Entuitive dated April 2018; Arboricultural Report (TP/13aPS) prepared by Tree Projects dated 8 March 2018; Gas Monitoring Report prepared by Chelmer Global Ltd dated 10 January 2017;

Structural Report & Basement Impact Assessment (Rev. 7) prepared by Entuitive dated March 2018; Design & Access Statement prepared by Gianni Botsford Architects dated 27 November 2017; Planning Statement prepared by Barton Willmore LLP dated December 2017; Sustainability & Energy Statement prepared by Integration dated 20 October 2017; Heritage Assessment prepared by Heritage Collective dated October 2017 Structural Report & Basement Impact Assessment (Rev. 7) prepared by Entuitive dated March 2018; Design & Access Statement prepared by Gianni Botsford Architects dated 27 November 2017; Planning Statement prepared by Barton Willmore LLP dated December 2017; Sustainability & Energy Statement prepared by Integration dated 20 October 2017; Heritage Assessment prepared by Heritage Collective dated October 2017

- |      |                            |   |
|------|----------------------------|---|
| 2.9  | "the Existing Building"    | The 2-storey cottage existing at the Property on the date of the Agreement  |
| 2.10 | "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   |
| 2.11 | "Occupation Date"          | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly  |
| 2.12 | "the Parties"              | mean the Council the Owner and the Mortgagee  |
| 2.13 | "the Planning Application" | a planning application in respect of the development of the Property submitted to the Council and validated on 18 December 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6907/P subject to conclusion of this Agreement |

- 2.14 "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
- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 13A Pond Street the same as shown shaded grey on the plan annexed hereto

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 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 and 8 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.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 CONSTRUCTION MANAGEMENT PLAN**

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

## 4.2 **PROJECT ARCHITECT**

4.2.1 Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to:-

(a) submit any further drawings required to be submitted under or in connection with the Planning Permission unless such drawings have been prepared by Gianni Botsford Architects Limited of Unit 212, Kindred Studios, 18 Saltram Crescent, London W9 3HW;

(b) Implement or carry out any works forming part of the construction of the Development at any time when Gianni Botsford Architects Limited is not employed by the Owner as project architect; and

(c) Occupy or permit Occupation of any part of the Development until such time as the Council has confirmed in writing that it has received written certification from Gianni Botsford Architects Limited that the Development has been carried out and completed in accordance with the Planning Permission and any details approved pursuant to the conditions contained within the Planning Permission.

## 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 planning reference 2017/6907/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 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 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 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 2017/6907/P.
- 5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.1 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 2017/6907/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village 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 Central Statistical Office 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 reference number 2017/6907/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 chargee 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. **RIGHTS OF THIRD PARTIES**

8.1 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  
SPENCER AARON BAYLIN  
in the presence of:**

)  
)  
) 

  
.....  
**Witness Signature**

**Witness Name:** VICTORIA HO  
**Address:** CLIFFORD CHANCELLUP  
10 UPPER BANK STREET  
E14 5JJ  
**Occupation:** LAWYER

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.

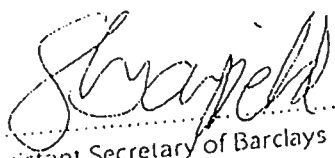
This Power of Attorney revokes and replaces the Power of Attorney that was executed on 01 September 2017.

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.

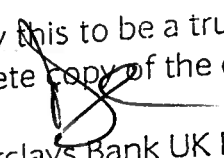
This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

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



  
.....  
Assistant Secretary of Barclays PLC  
Authorised Sealing Officer of Barclays Bank UK PLC

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

  
For Barclays Bank UK Plc  
Manager

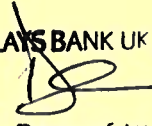
Date ..... 28/11/18 .....





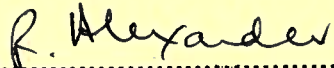
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 13A POND STREET, LONDON NW3 2PN

EXECUTED AS A DEED BY  
BARCLAYS BANK UK PLC  
by  
in the presence of:-

) Signed for and on behalf of BARCLAYS BANK UK  
) **Donna Adamson**   
) as duly appointed Attorney under a Power of Att  
) dated 6/4/18 in the presence of  
) Witness

..... **Yvonne McKue** 

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

.....   
Authorized 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**

# NORTHGATE SE GIS Print Template



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Signed for and on behalf of BARCLAYS BANK PLC by

**Donna Adamson**

as duly appointed Attorney under a Power of Attorney dated 6/4/18 in the presence of

Witness **Yvonne McKue**

2-11-1968  
Doris Adams

1-11-1968  
Mrs. Adams

Barton Willmore  
7 Soho Square  
London  
W1D 3QB

Application Ref: **2017/6907/P**

05 November 2018

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:  
**13A Pond Street**  
London  
NW3 2PN

## Proposal:

**DECISION**

Erection of 3-storey dwelling, plus basement including alterations to retained extension (to east of existing cottage) and refurbishment of existing roof terrace, with associated landscaping, following demolition of existing 2-storey cottage.

Drawing Nos: 201-100 P01; 201-101 P01; 201-102; 201-103; 201-110; 201-111; 201-112; 201-113; 201-120; 201-121; 201-122; 201-123; 201-124.  
201-200\_P04; 201-201\_P04; 201-202\_P04; 201-203\_P03; 201-204\_P03; 201-205\_P04;  
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201-224\_P04; 201-225\_P04.

## Supporting documents:

Response to BIA audit prepared by Entuitive dated April 2018; Arboricultural Report (TP/13aPS) prepared by Tree Projects dated 8 March 2018; Gas Monitoring Report prepared by Chelmer Global Ltd dated 10 January 2017; Structural Report & Basement Impact Assessment (Rev. 7) prepared by Entuitive dated March 2018; Design & Access Statement prepared by Gianni Botsford Architects dated 27 November 2017; Planning Statement prepared by Barton Willmore LLP dated December 2017; Sustainability & Energy Statement prepared by Integration dated 20 October 2017; Heritage Assessment prepared by Heritage Collective dated October 2017.

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

201-100 P01; 201-101 P01; 201-102; 201-103; 201-110; 201-111; 201-112; 201-113; 201-120; 201-121; 201-122; 201-123; 201-124.

201-200\_P04; 201-201\_P04; 201-202\_P04; 201-203\_P03; 201-204\_P03; 201-205\_P04; 201-210\_P04; 201-211\_P04; 201-212\_P04; 201-213\_P04; 201-214\_P04; 201-215\_P04; 201-216\_P04; 201-217\_P04; 201-220\_P05; 201-221\_P05; 201-222\_P05; 201-223\_P04; 201-224\_P04; 201-225\_P04.

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

- 3 All new concrete block walls shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing 1969 extension.

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.

- 4 Before the brickwork is commenced, a sample panel of the facing brickwork for the west elevation boundary wall demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority. The development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

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

a) Manufacturer's specification details of roof terrace balustrades (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.

- 6 Throughout the implementation of the planning permission 2017/6907/P, the method statement and working practices shall be adopted, and adhered to, in accordance with the Tree Projects Report on Trees ref. TP/13aPS\_8th March 2018. 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 BS5837:2012 and with the approved method statement.

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 Camden Local Plan.

- 7 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
  - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used [for large areas of green roof add in : and showing a variation of substrate depth with peaks and troughs]
  - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 8 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 9 The demolition hereby permitted shall not be undertaken before a building contract for the carrying out of the works of redevelopment of the site has been made.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy D2 of the Camden Local Plan 2017.

- 10 The development shall not be carried out other than in accordance with the methodologies, recommendations and requirements of the BIA (Structural Report & Basement Impact Assessment (Rev. 7) prepared by Entuitive dated March 2018 and Response to BIA audit prepared by Entuitive dated April 2018) hereby approved, including but not limited to the monitoring requirements in section 6 of appendix 1 and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1 'very slight'.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

- 11 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the Sustainability & Energy Statement prepared by Integration dated 20 October 2017. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.



Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CC1 (Climate change mitigation), CC2 (Adapting to climate change) and CC3 (Water and flooding) of the London Borough of Camden Local Plan 2017.

- 12 The cycle store for 2 cycles hereby approved shall be provided in its entirety prior to the first occupation of the dwelling, 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.

Informative(s):

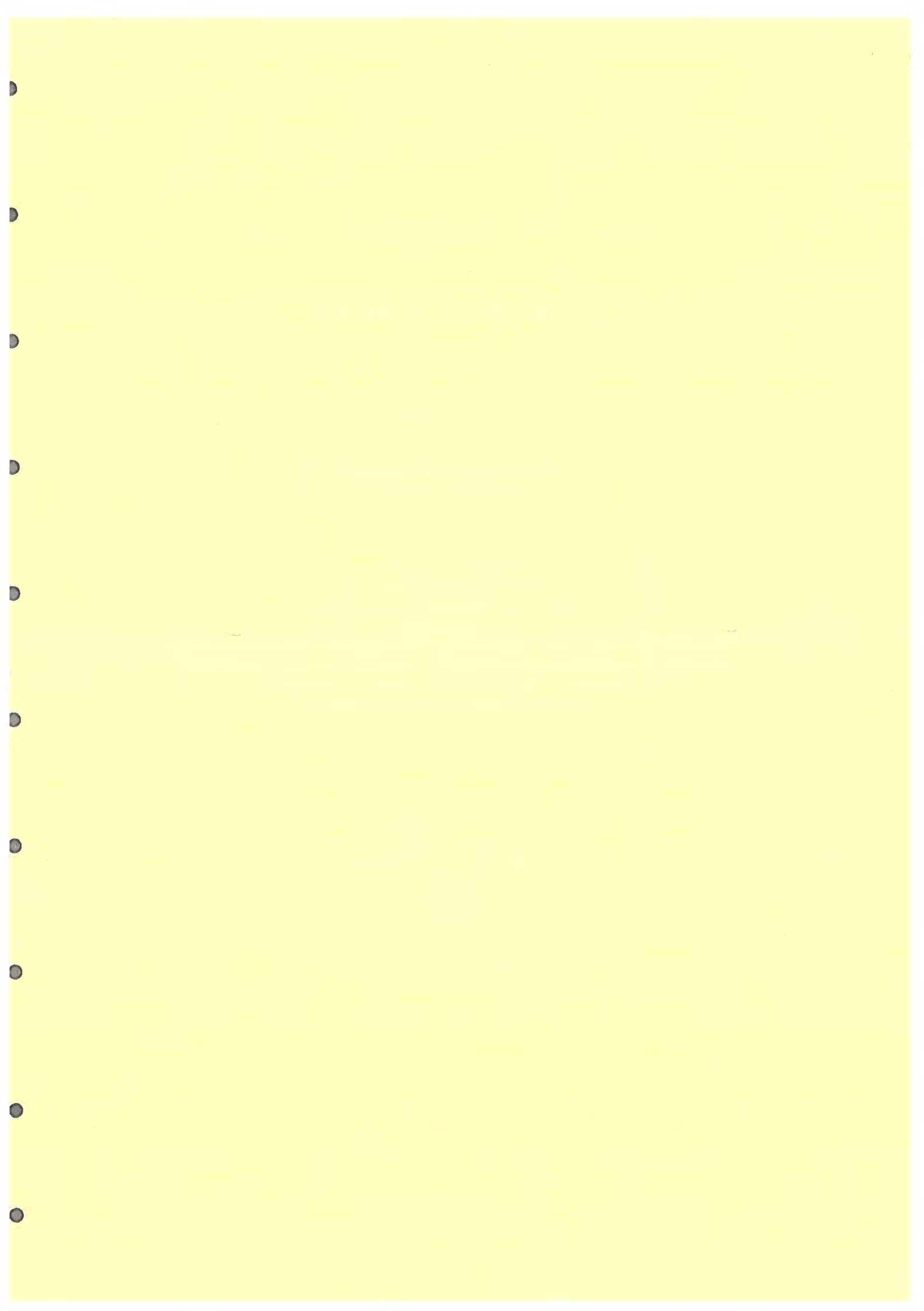
- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 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 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.

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





DATED *17 December* 2018

**(1) SPENCER AARON BAYLIN**

and

**(2) BARCLAYS BANK UK 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  
13A Pond Street, London NW3 2PN  
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**

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

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