

DATED 28 JANUARY 2025

(1) HILLFIELD COURT LIMITED

and

(2) VALERIE BERYL LAWRENCE and JEFFREY ASHER LAWRENCE

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

**58-59 HILLFIELD COURT, BELSIZE AVENUE, LONDON, NW3 4BG**

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; and  
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 3919

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CLS/COM/FA/1800.2763  
FINAL S106

THIS AGREEMENT is made the 28<sup>th</sup> day of JANUARY 2024~~5~~

**BETWEEN:**

- A. **HILLFIELD COURT LIMITED** (Co. Regn. No.01906057) whose registered office is at C/O Rendall and Rittner Limited, 13b St George Wharf, London, SW8 2LE (hereinafter called "the Freeholder") of the first part
- B. **JEFFREY ASHER LAWRENCE** as executor of the estate of **VALERIE BERYL LAWRENCE** and **JEFFREY ASHER LAWRENCE** of 58 - 59 Hillfield Court, Belsize Avenue, London NW3 4BG (hereinafter called "the Leaseholder") of 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL440217.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the Leasehold proprietor with Title absolute of the Property under Title Numbers NGL970800 and NGL970801.
- 1.4 The Leaseholder is the Leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 29 August 2023 and the Council resolved to grant permission conditionally under reference number 2023/3551/P subject to the conclusion of this legal Agreement.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 Development"	change of use from 1 single dwelling into 2 separate flats (reinstatement of 1x 1bed and 1 x 2bed flats) Class C3 as shown on drawing numbers:- Site Location Plan 2214-A-PL-00, 11-Rev1, 12- Rev1, 13-Rev1, 14-Rev1, 15Rev-1, Design and Access Statement (Atelier EURA)
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	"the Nominated Unit"	the 1x 1-bed unit forming part of the Development the same as edged/shaded/hatched in red on the drawing numbered 58 annexed hereto

2.6	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	means the Council and the Owner
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 29 August 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3551/P subject to conclusion of this Agreement
2.9	"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
2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as 58-59 Hillfield Court Belsize Avenue London NW3 4BG the same as shown shaded grey on the plan annexed hereto
2.12	"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
2.13	"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 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, 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 4.1.1 and 4.1.2 for all relevant purposes.

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

The Owner hereby covenant with the Council as follows:-

##### **4.1 CAR FREE**

- 4.1.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of the Nominated Unit 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) the Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated 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 acknowledge 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.

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 2023/3551/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 agree declare 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.

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, 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 2023/3551/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 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 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. **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.

10. **INDEMNITY**

10.1 The Leaseholder hereby covenants with the Freeholder to observe and perform the obligations on the part of the Freeholder and the Leaseholder herein contained and to indemnify the Freeholder and its successors in title and estates from and against all costs claims charges expenses demands and liabilities whatsoever incurred by the Freeholder arising out of this Agreement or breach non-observance or non-performance of the provisions hereof.

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

EXECUTED AS A DEED BY )  
HILLFIELD COURT LIMITED )  
in the presence of:-/ )  
acting by a Director and its Secretary )  
or by two Directors )

[Redacted signature]

Director

[Redacted signature]

Director/Secretary

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
58-59 HILLFIELD COURT

EXECUTED AS A DEED BY  
JEFFREY ASHER LAWRENCE as executor of the estate of )  
VALERIE BERYL LAWRENCE in the presence of: )

[Redacted Signature]

[Redacted Signature]

.....  
Witness Signature

Witness Name:

JOE SOARES

Address:

12 BISHOPS RD SW6 7AB

Occupation:

MD MI PROPERTY MANAGEMENT

EXECUTED AS A DEED BY )  
JEFFREY ASHER LAWRENCE )  
in the presence of: )

SERVICES LTD

[Redacted Signature]

[Redacted Signature]

.....  
Witness Signature

Witness Name:

JOE SOARES

Address:

12 BISHOPS RD SW6 7AB

Occupation:

MD MI PROPERTY MANAGEMENT

SERVICES LTD

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

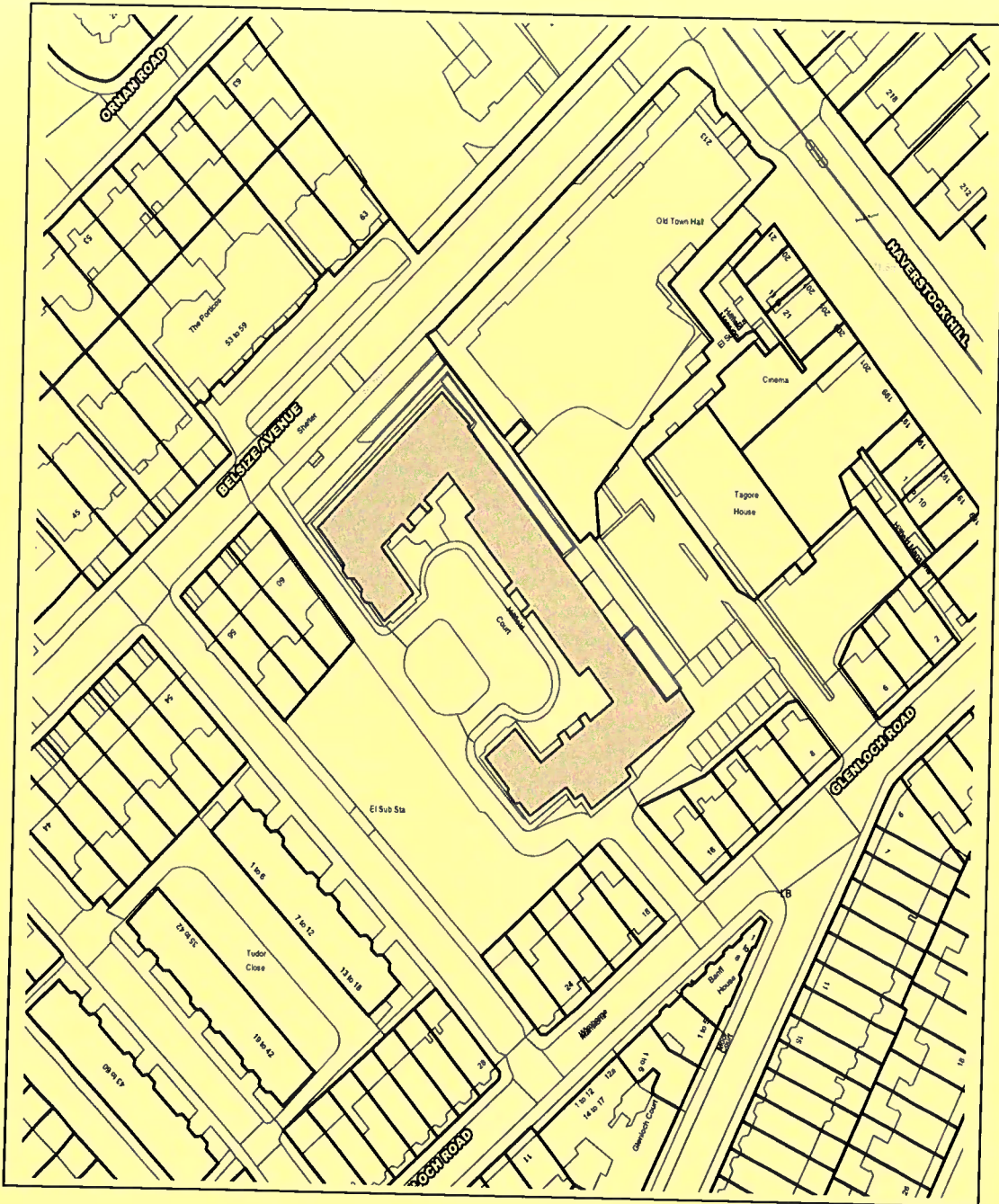
[Redacted Signature]

.....  
Authorised Signatory

JUDITH KNIGHT



**THE FIRST SCHEDULE  
Plan  
58-59 HILLFIELD COURT**



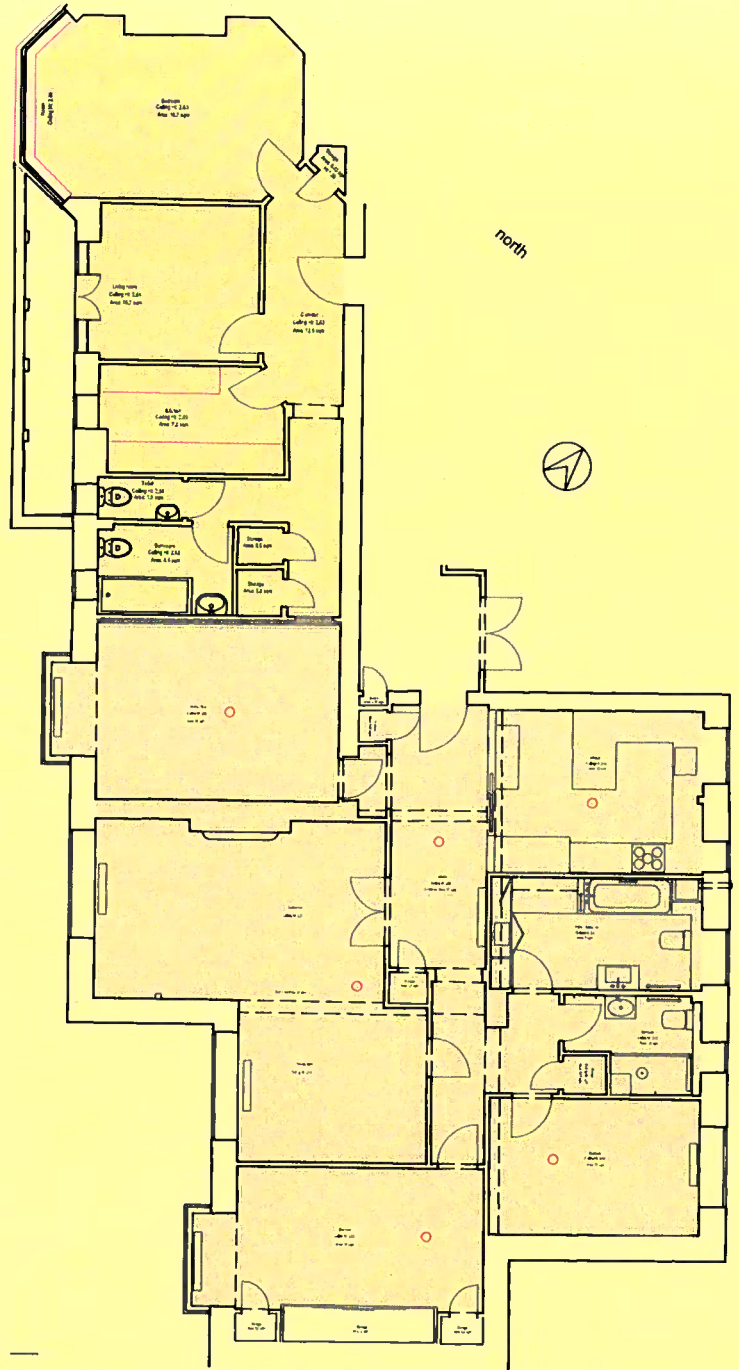
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**THE SECOND SCHEDULE  
PLAN  
NOMINATED UNIT**

Project : Hillfield Court	
Title : Proposed Plan (apartments 58 and 59)	
Dwg no : 2214-A-PL-14	Scale : 1:100 @ A3
Date: 23.08.23	rev : 01 atelier EURA

rev : 01 minor amendments 26.8.23

- Apartment 58  
Area: 57 sqm
- Apartment 59  
Area: 126



**THE THIRD SCHEDULE  
DRAFT PLANNING PERMISSION**



Application ref: 2023/3551/P  
Contact: Matthew Dempsey  
Tel: 020 7974 3862  
Date: 27 November 2024

**Development Management**  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

atelier eura ltd  
9 Bowmore Walk  
LONDON  
NW1 9XY

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:  
**58-59 Hillfield Court**  
**Belsize Avenue**  
**London**  
**NW3 4BG**

Proposal:  
Change of use from 1 single dwelling into 2 separate flats (reinstatement of 1x 1bed and 1 x 2bed flats) Class C3.

Drawing Nos: Site Location Plan 2214-A-PL-00, 11-Rev1, 12- Rev1, 13-Rev1, 14-Rev1, 15Rev-1, Design and Access Statement (Atelier EURA).

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: Site Location Plan 2214-A-PL-00, 11-Rev1, 12- Rev1, 13-Rev1, 14-Rev1, 15Rev-1, Design and Access Statement (Atelier EURA).

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

- 3 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

#### Informative(s):

- 1 Reasons for granting permission:

The host property was amalgamated into a single dwelling from two flats during the mid-20th century and has been in use as such since then. The applicant proposes re-instatement of two separate residential units. The only physical works proposed as part of this application, involves the re-instatement of a solid partition. There are no external works proposed. The existing property retains dual access from its former use as separate flats, and these doors would be re-utilised as individual front doors to each property.

Given the host property had formally been two separate residential dwellings, the proposed alteration to re-instate these as individual flats is considered acceptable. Both properties would meet the minimum space standards. Apartment 58 would become a 1 bedroom flat, with a floor area of 57sqm. Apartment 59 would become a 2 bedroom flat, with a floor area of 126 sqm. Class C3 residential use would continue to apply to both properties. Each new property would continue to use existing waste and cycle storage arrangements in place at the host block.

Given the nature of the proposed works, the development is not considered to have any harmful impact on neighbouring residential occupiers in terms of adverse impacts on amenity.

One new unit would be secured as car-free, which would be secured by Section 106 agreement.

The Belsize Conservation Area Advisory Committee responded to consultation to support the scheme.



No objections were received prior to the determination of this application. The site planning history has been taken into account during the assessment.

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 A1, CC5, D1, D2, H1, H7, T1, and T2 of the Camden Local Plan 2017. The proposed development also accords with The London Plan 2021, and the National Planning Policy Framework 2023.

- 2 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).
- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 4 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](http://www.camden.gov.uk)) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate