

Tim Matecki
Lamberts Chartered Surveyors
2 Wakley Street
London
EC1V 7LT

Application Ref: **2016/5632/P**
Please ask for: **Evelyn Jones**
Telephone: 020 7974 **2783**

26 January 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Householder Application Granted Subject to a Section 106 Legal Agreement

Address:
Flat 15-17 Godolphin House
76-84 Fellows Road
London
NW3 3LG

Proposal:
Block up doorway (created in 1967 with permission from Camden council) which connects number 15 and 17 to revert the flats back into two separate residential dwellings.
Drawing Nos: 90868/EF01
90868/PFP01/RevA

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 90868/EFP01, 90868/PFP01/RevA

Reason:

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

Informative(s):

- 1 Reasons for granting permission.

The application seeks to divide the current 3-bed flat (number 17) back into two separate dwellings, flats 15 and 17 Godolphin House respectively, consisting of 1x1-bed and 1x2-bed flat.

The development is considered acceptable in principle as it complies with policy DP2 which seeks to maximise the supply of homes.

The proposal would block up a doorway reverting the property back into two flats as was originally built until permission was granted in 1967 to create one dwelling. The provision of the additional dwelling would include a 1-bed unit and a 2 bed unit, identified by policy DP5 as being of low and very high priority respectively. Given the very high priority of 2 bedroom units in the Borough and the addition of 1 residential unit on the site, the proposed loss of the 3-bedroom unit is considered acceptable.

The creation of a separate dwelling at 15 Godolphin House would be seen as acceptable and the newly created number 15 would exceed the national minimum internal floor space standards of a one person one bedroom flat. However as the internal space would be 43.6sqm it would not be appropriate for any more than one person to occupy the property.

Flat 17 would become 66sqm and is therefore appropriate for up to three occupants. The proportions of both properties are London Plan compliant and therefore the use as two separate dwellings is considered acceptable. The properties both provide a good layout, adequate light and a minimum head height of 2.3m.

One of the new properties will be required to be car free in order to ensure that the proposals do not add to on-street parking congestion and to promote the use of sustainable transport, in accordance with policies DP18 and DP19 and CPG7 of Camden's Planning Guidance. A car-free agreement would be secured by section 106 legal agreement. As the existing block known as Godolphin House does not currently have cycle storage provisions and the development relates to internal works only, it would not be practical to require the provision of two cycle parking spaces with the development.

Existing refuse storage for Godolphin House is available on the ground floor of the

block and would be available for use by the newly created number 15.

As such, the proposed development is in general accordance with policies CS5 and CS6 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016 and the National Planning Policy Framework.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
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- 4 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 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.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

David T. Joyce

David Joyce
Executive Director Supporting Communities

DATED 26 January

2017

(1) GODOLPHIN HOUSE (FREEHOLD) LIMITED

and

(2) GODOLPHIN HOUSE MANAGEMENTS LIMITED

and

(3) MICHAEL ALAN ANDERSON

and

(4) JUDITH TAMARA ARIELY BURTON

and

(5) MICHAEL ALAN ANDERSON

and

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

A G R E E M E N T
relating to land known as
FLAT 15-17 GODOLPHIN HOUSE, 76-84 FELLOWS ROAD, LONDON NW3 3LG
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962

1800.88

THIS AGREEMENT is made the 26th day of January 2017

B E T W E E N:

- i. **GODOLPHIN HOUSE (FREEHOLD) LIMITED** (Co. Regn. No. 03081835) whose registered office is at 170 Dorset Road, London, SW19 3EF (hereinafter called "the Freeholder") of the first part
- ii. **GODOLPHIN HOUSE MANAGEMENTS LIMITED** (Co. Regn. No. 747637) of 170 Dorset Road, London, SW19 3EF (hereinafter called "the First Leaseholder") of the second part
- iii. **MICHAEL ALAN ANDERSON** of Flat 15, Godolphin House, 76-84 Fellows Road, London NW3 (hereinafter called "the Second Leaseholder") of the third part
- iv. **JUDITH TAMARA ARIELY BURTON** of Flat 16, Godolphin House, 76-84 Fellows Road, London NW3 (hereinafter called "the Third Leaseholder") of the fourth part
- v. **MICHAEL ALAN ANDERSON** of Flat 17, Godolphin House, 76-84 Fellows Road, London NW3 (hereinafter called "the Fourth Leaseholder") of the fifth part
- vi. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the sixth 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 NGL733707.
- 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 First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL758259.

- 1.4 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL742395.
- 1.5 The Third Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number LN232597.
- 1.6 The Fourth Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL742398.
- 1.7 The First Leaseholder, Second Leaseholder, Third Leaseholder and Fourth Leaseholder are leasehold owners of and are interested in the Property for the purposes of Section 106 of the Act.
- 1.8 The Freeholder, The First Leaseholder, the Second Leaseholder, the Third Leaseholder and the Fourth Leaseholder shall hereinafter be jointly referred to as **"the Owner"**.
- 1.9 A Planning Application for the development of the Property was submitted to the Council and validated on 2 November 2016 and the Council resolved to grant permission conditionally under reference number 2016/5632/P subject to conclusion of this legal Agreement.
- 1.10 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.11 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" to block up the doorway which connects numbers 15 and 17 to revert the flats back into two separate residential dwellings as shown on drawing numbers 90868/EFP01 and 190868/PFP01/RevA
- 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 flat known as Flat 15, the same as shown on the drawing 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" mean 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 2 November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5632/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 Flat 15-17 Godolphin House, 76-84 Fellows Road, London NW3 3LG 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

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 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 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:-

CAR FREE

- 4.1 To ensure that prior to occupying any 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.
- 4.2 Not to occupy or use (or permit the occupation or use of) any Nominated 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).
- 4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.
- 4.4 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 and 4.2 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 Planning Permission 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 Permission reference 2016/5632/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner

shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 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 2016/5632/P.

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, Supporting Communities, Planning and Regeneration, Town Hall Judd Street, London WC1H 9LP quoting the Planning Permission reference number 2016/5632/P and in the case of any notice or

approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner 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. **JOINT AND SEVERAL LIABILITY**

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

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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
GODOLPHIN HOUSE (FREEHOLD) LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....


Director

.....


Director/Secretary

EXECUTED AS A DEED BY)
GODOLPHIN HOUSE MANagements LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....


Director

.....


Director/Secretary

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
FLAT 15-17 GODOLPHIN HOUSE, 76-84 FELLOWS ROAD, LONDON NW3 3LG

EXECUTED AS A DEED BY
MICHAEL ALAN ANDERSON
in the presence of:

)
) *Michael Anderson*
)

[Signature]

Witness Signature

Witness Name DRAGANA IGNJATOVIC

Address 20 GODOLPHIN HOUSE, 76-84 FELLOWS ROAD NW3 3LG

Occupation ECONOMIST

EXECUTED AS A DEED BY
JUDITH TAMARA ARIELY BURTON
in the presence of:

)
)
) *JTA Burton*

Joan FM Anderson

Witness Signature

Witness Name JOAN ANDERSON

Address 17 GODOLPHIN HOUSE, 76-84 FELLOWS RD NW3 3LG

Occupation RETIRED

EXECUTED AS A DEED BY
MICHAEL ALAN ANDERSON
in the presence of:

)
) *Michael Anderson*
)

[Signature]

Witness Signature

Witness Name DRAGANA IGNJATOVIC

Address 20 GODOLPHIN HOUSE, 76-84 FELLOWS ROAD NW3 3LG

Occupation ECONOMIST

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
FLAT 15-17 GODOLPHIN HOUSE, 76-84 FELLOWS ROAD, LONDON NW3 3LG

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

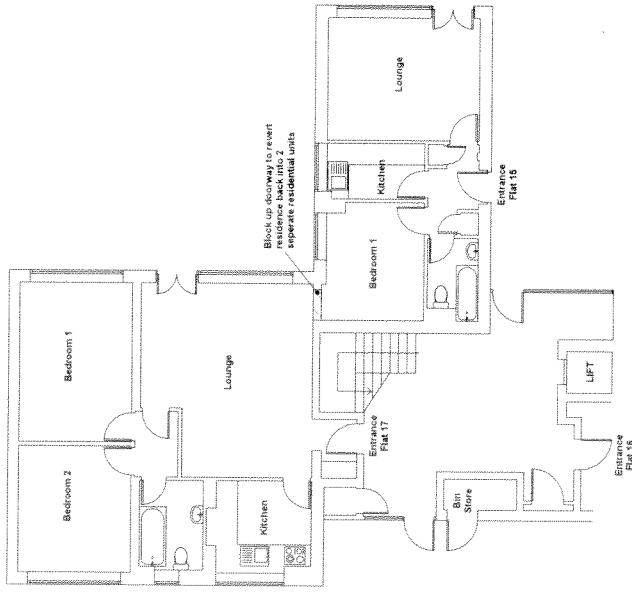
R. Alexander
.....

Authorised Signatory



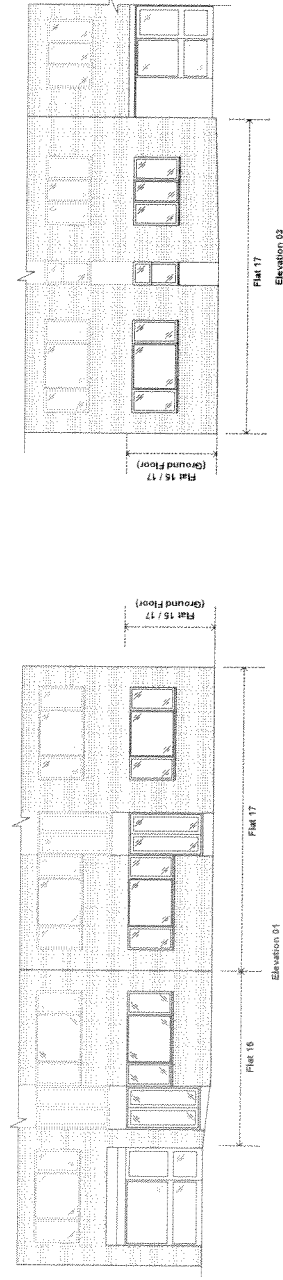
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E02



E03

E01



TITLE

Proposed Floor Plans
and Elevations

SITE

15 & 17 Goldolphin House
76 - 80 Fellows Road
London NW3 3LG

LAMBERTS

CHARTERED SURVEYORS
Edward House 2 Wakeley Street
London EC1V 7LT

tel: 020 7837 8110 fax: 020 7833 9425
e-mail: post@lambertsurv.co.uk

DATE 11/00/02
SCALE 1:100@A2

DRAWN BY TSM
DWG NUMBER 90856/PFP01/RevA

NORTHGATE SE GIS Print Template



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Lamberts Chartered Surveyors
2 Wakley Street
London
EC1V 7LT

Application Ref: **2016/5632/P**

09 January 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

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Proposal:
Block up doorway (created in 1967 with permission from Camden council) which connects number 15 and 17 to revert the flats back into two separate residential dwellings.
Drawing Nos: 90868/EF01
90868/PFP01/RevA

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).

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Reason:

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Yours faithfully

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DATED 26 January 2017

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