

DATED

28 April

2017

(1) JOHN BENFIELD and
RICHARD GREGORY QUINE

and

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

A G R E E M E N T
relating to land known as
104 PRIORY ROAD LONDON NW6 3NS
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5680
Fax: 020 7974 1920

CLS/PT/1781.789



THIS AGREEMENT is made the 28th day of April 2017

BETWEEN:

- i. **JOHN BENFIELD and RICHARD GREGORY QUINE** both of 104~~6~~⁵ Priory Road London NW6 3NS (hereinafter both called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 85849.
- 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 26 February 2016 and the Council resolved to grant permission conditionally under reference number 2016/1078/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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" The conversion of the existing maisonette into 1 x3-Bed maisonette and 1 x1-Bed self-contained flat at basement level, enlargement of the dormer to the flank (east) elevation and associated alterations to the fenestration at basement and ground floor level as shown on drawing numbers BP16/P01, BP16/P02, BP16/P03, BP16/P04, BP16/P05, BP16/P06, BP16/P07, BP16/P08, Design & Access and Lifetime Holmes Statement
- 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 "Nominated Unit" the 1 x 1 bedroom unit located in the basement of the Property as shown on Plan 2
- 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 "Plan 1" the plan marked "Plan 2" annexed hereto showing the Property
- 2.9 "Plan 2" the drawing numbered B 16/B/05 marked "Plan 2" annexed hereto showing the Nominated Unit
- 2.10 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 26 February 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/1078/P subject to conclusion of this Agreement
- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as 104 Priory Road London NW6 3NS the same as shown shaded grey on Plan 1
- 2.14 "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

- 2.15 "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, 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.

- 3.8 The Parties acknowledge that the Nominated Unit shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any Nominated unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 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 Nominated unit 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 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 2016/1078/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.
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 Permission reference number 2016/1078/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
JOHN BENFIELD
in the presence of:

)
)
) 



Witness Signature

Witness Name

Address

Occupation



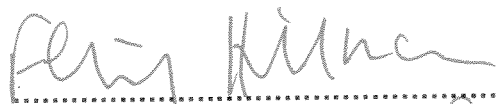
FELICITY HILLMAN

20 HIGH STREET, GREAT BOWDEN
WILTS SW16 3M

MEDICAL SECRETARY / PA.

EXECUTED AS A DEED BY
RICHARD GREGORY QUINE
in the presence of:

)
)
) 



Witness Signature

Witness Name

Address

Occupation



FELICITY HILLMAN

20 HIGH STREET, GREAT BOWDEN
WILTS SW16 3M

MEDICAL SECRETARY / PA.

CONTINUATION OF S106 AGREEMENT IN RELATION TO
104 PRIORY ROAD LONDON NW6 3NS

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

..... *P. Alexander*

Authorised Signatory





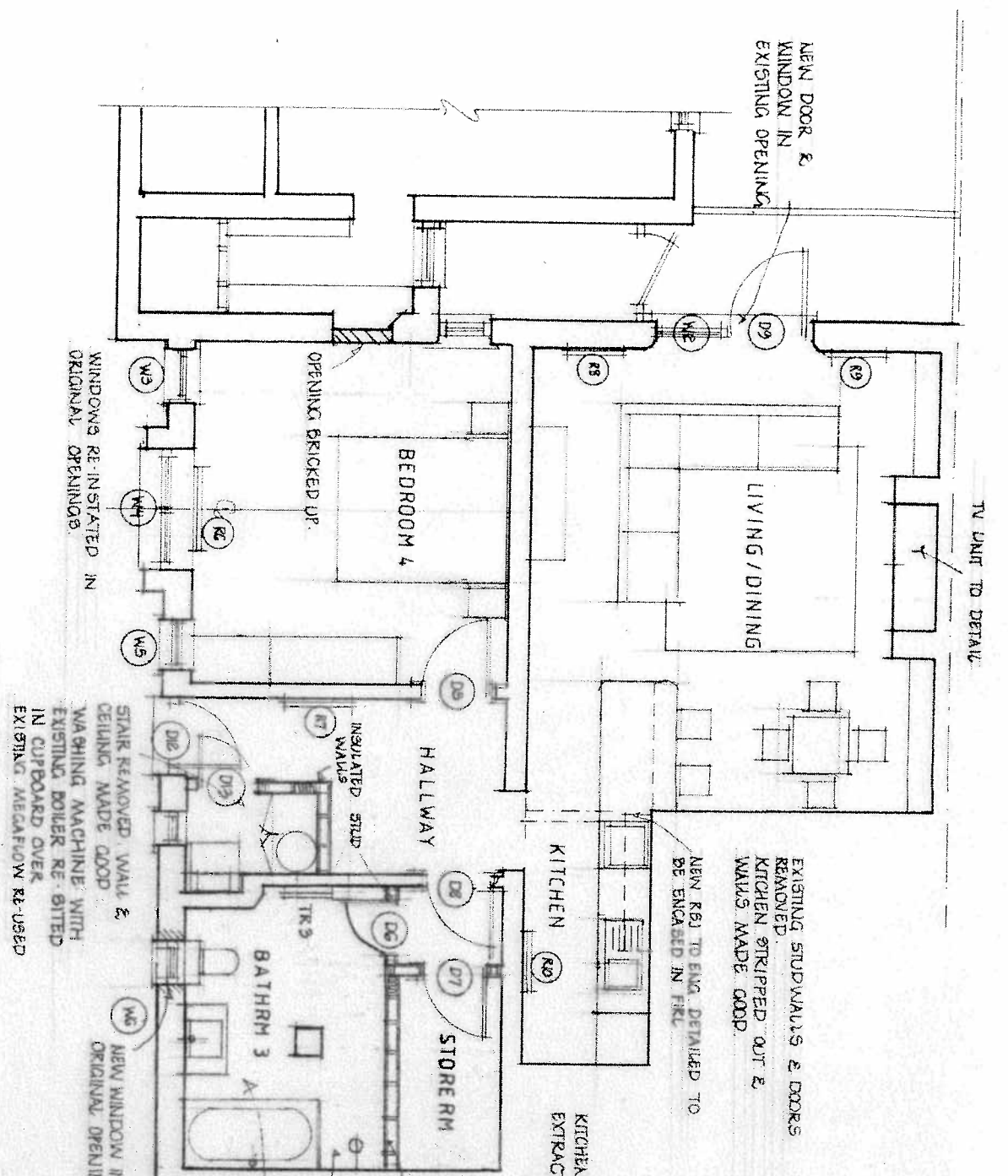
R. Alexander

PLAN 1
104 Priory Road London NW6 3NS



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TV UNIT TO DETAIL

LIVING / DINING

KITCHEN

KITCHEN TO HAVE MECHANICAL EXTRACT

BEDROOM 4

HALLWAY

STORE RM

BATHRM 3

WINDOWS RE-INSTATED IN ORIGINAL OPENINGS

STAIR REMOVED. WALL & CEILING MADE GOOD. WASHING MACHINE WITH EXISTING BOILER RE-SITED IN CUPBOARD OVER EXISTING MEGAFLOW. RE-USED

EXISTING STUD WALLS & DOORS REMOVED. KITCHEN STRIPPED OUT & WALLS MADE GOOD. NEW R9 TO ENG. DETAILLED TO BE ENCASED IN FILL

EXISTING FLOOR LIFTED. LEVEL REDUCED TO TAKE NEW 100 MM GLAD ON DPM, 100 MM RIGID CELOTEX FLOOR INSULATION & 75 MM SCREED RECESS IN WALL. PLASTER TO BE HACKED OFF WALLS TO RECEIVE TANKING. WALK IN SHOWER CEILING LOWERED TO TAKE WASTE FROM BATHROOMS ABOVE. ELECTRIC UNDERFLOOR HEATING. BATHROOM & UTILITY ROOM TO HAVE MECHANICAL EXTRACTS

ANNE SWIFT ARCHITECT

THE HAIT WOODTON RIVERS WILTS SW4 4NH anne@anneswift.co.uk M 0779241663

PROJECT PROPOSED ALTERATIONS TO 104 PRIORY RD NW6 3NS

DRAWING FLAT GENERAL ARRANGEMENT

SCALE 1:50

DATE APR 2016

NO B16T708c



Mr Anne Swift
Anne Swift Architect
The Halt Wootton Rivers
Wiltshire
SN8 4NH

Application Ref: **2016/1078/P**
Please ask for: **Obote Hope**
Telephone: 020 7974 2555

7 April 2017

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
104 Priory Road
London
NW6 3NS

DECISION

Proposal:

The conversion of the existing maisonette into 1 x3Bed maisonette and 1 x1Bed self-contained flat at basement level, enlargement of the dormer to the flank (east) elevation and associated alterations to the fenestration at basement and ground floor level.

Drawing Nos: BP16/P01, BP16/P02, BP16/P03, BP16/P04, BP16/P05, BP16/P06, BP16/P07, BP16/P08, Design & Access and Lifetime Holmes Statement.

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).

Executive Director Supporting Communities



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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy and DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans BP16/P01, BP16/P02, BP16/P03, BP16/P04, BP16/P05, BP16/P06, BP16/P07, BP16/P08, Design & Access and Lifetime Holmes Statement.

Reason:

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

- 4 Before the development commences, details of secure and covered cycle storage area for 2 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 CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission.

The proposed conversion of the 1 x 3Bed self-contained maisonette into an additional 1 x 1Bed self-contained unit at basement level is considered acceptable in policy terms as it provides an additional residential accommodation.

The proposed 1 x 3Bed maisonette and 1x 1Bed flat are of generous sizes and far exceed the internal rooms sizes in accordance with CPG 2 and would abide by the internal room floorspace as recommended in the National Space Standards (2016). The basement flat would measure approximately 53.7sqm, acceptable for 1 x 2P flat and the 1 x 3Bed maisonette would measure approximately 130sqm. The National Space Standards table shows a 1Bed2p flat room size should be 50sqm; a 2b4p flat should have a minimum GIA of 70m2.

Lifetime Homes has been superseded by Part M4 (2) of the Building Regulations

(1st October 2015). M4 (2) is similar to lifetime homes but requires totally step free housing. Compliance with M4 (2) would be secured by condition.

It is proposed to enlarge the existing dormer (2.9m in height x 1.3m high) to the flank elevation, the proposed dormer would measure approximately 1.7m in height x 2.7m wide) at ground floor level, the dormer extension would be well position in accordance with planning guidance and no objection is raised in regards to the design and appearance.

It is proposed to install a new window to the north elevation, the existing windows to the east and north elevations would be changed to tradition sash windows and a new rooflight would be installed on the existing rear extension all at lower ground floor level. The works proposed are considered acceptable and the tradition timber sash windows are welcomed.

The location of the windows, the installation and replacement of the basement windows to the side elevations would not give rise to increase overlooking more than the current levels that already exist nor have a detrimental impact in terms of loss of privacy.

The application site has a Ptal rating of 6 which is considered as Low Parking Provision. In accordance with Policy DP18, the flat on second floor would be secured as car-free so as not to increase pressure on the highways and would secured by a S106 legal Agreement. Cycle parking would be secured by condition.

16 neighbouring properties were consulted and a site erected. No objection/comment was received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS1, CS5, CS6 and CS11 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP5, DP6, DP17, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.4, 3.5, 6.9, 6.13, 7.4, 7.6 and 7.8 of the London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 39, 49, 56 -66 and 126-141 of 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).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be

heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website

<http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 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

Director of Regeneration and Planning



DATED

28th April

2017

(1) JOHN BENFIELD and
RICHARD GREGORY QUINE

and

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

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