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29<sup>th</sup> February 2016

Debra Thomas  
Pendeford Mortgage Processing  
RELEASE OF LAND TEAM  
Birmingham Midshires  
PO BOX 834  
Leeds  
LS1 9PW  
Your Ref: Release of Land

Dear Ms Thomas,

**Re: Section 106 Agreement at 163 Sumatra Road, NW6 1PN**  
**Customer: Mr J Stein**  
**Mortgage Account Number: 200009824154**

We are a firm of architects and planners that act on behalf of our client, Mr Jeremy Stein, in respect of the above project. Further to my conversation with one of your colleagues last week and your letter dated 9<sup>th</sup> February 2016 to Mr Stein, I write as a matter of urgency to progress the legal agreement between our client and the London Borough of Camden.

The letter sent to our client was forwarded to the legal team at Camden Council on 18<sup>th</sup> February for consideration. I enclose a copy of the letter for your ease of review, although I appreciate you will already have this on file. A response was received by the legal officer handling the case, Ms Emily Shelton-Agar the same day in which she advised that she did not agree to the insertion requested stating that if Birmingham Midshires became the mortgagee in possession they would benefit from the planning permission and subsequent uplift in value of the property whilst not taking liability for the planning obligation secured. I have also enclosed a copy of this response from the Council along with my initial email to her.

Following this response I contacted your staff who advised that there was nothing more that could be done in that the Council would need to amend the s106 agreement as per your terms. Unfortunately, it would appear that we have reached an impasse whereby both parties (Camden Council and Birmingham Midshires) are not able to move on their respective positions. I have consulted the client's solicitor on this matter and he has advised that the Council's view on the matter is pretty common and in line with other local authorities in England and Wales. You will appreciate from the Council's perspective that they seek to ensure that the planning obligation and responsibilities, financial or otherwise, must be tied to the subject land, rather than the individual for obvious reasons; if the property changed ownership prior to the fulfilling of any planning obligation, the responsibility would therefore lie with the new owners to fulfil any outstanding obligation with the local authority.

Our client seeks a resolution whereby all parties can understand each other's perspective and agree on the terms of the legal agreement. I would kindly urge you to enter into direct dialogue with Camden Council's legal adviser as mentioned and come to an agreement on the wording of the contract. Please call Emily Shelton-Agar on 02079745826 or email [emily.shelton-agar@camden.gov.uk](mailto:emily.shelton-agar@camden.gov.uk). I will also pass your details on to the Council so that they can contact you directly in respect of this matter.

I trust you are able to give the above due consideration and that the points raised are clear. However, should you require anything further or would like to discuss any aspect of this letter, please do not hesitate to contact me directly on 0208 202 3665 Ext 123 or email [harman.sond@drawingandplanning.com](mailto:harman.sond@drawingandplanning.com).

Kind Regards,

Harman Sond



**Harman Sond | Principal Planning Consultant**  
**BSc (Hons), MSc, MRTPI**

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