

DATED *19th DECEMBER* 2017

(1) ALISON WARSHAW

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

62 BELSIZE ROAD, LONDON, NW1 4TG

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

Tel: 020 7974 6750

G:\case files\culture & env\planning\NS\s106 Agreements\62belsize road (CF)
CLS/COM/NS/1800.492

FINAL

THIS AGREEMENT is made the 19th day of DECEMBER 2017

BETWEEN:

A. **ALISON WARSHAW** of ~~Flat D, 44 Belsize Square, Belsize Park, London NW3 4HN~~ 17 TALACEE ROAD, LONDON NW5 3PH (hereinafter called "the Owner") of the first part

B. **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 NGL833682.

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 5th October 2017 and the Council resolved to grant permission conditionally under reference number NGL833682 subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and 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.

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"	conversion of 62 (4 bed unit at ground, first and second floor) and 62A (1 bed unit at lower ground) into 3 units (1 x 1 bedroom unit, 1 x 2 bedroom unit and 1 x 3 bedroom unit). Installation of bi-folding doors and replacement of door with window in rear at lower ground level:- Location Plan, Design & Access Statement, JW_03_002, JW_03_001, JW_05_001, JW_05_101, JW_03_102, JW_103_101 and JW_A_05_102
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"	Ground floor flat 62B forming part of the Development as shown on approved drawings attached 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 5 th October 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/4705/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 62 Belsize Road, London, NW6 4TG 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 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 or 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 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**

4.1 To ensure that prior to occupying the Nominated Unit (being part of the Development) each new occupier of any 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) the 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 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 2017/4705/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 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 2017/4705/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.

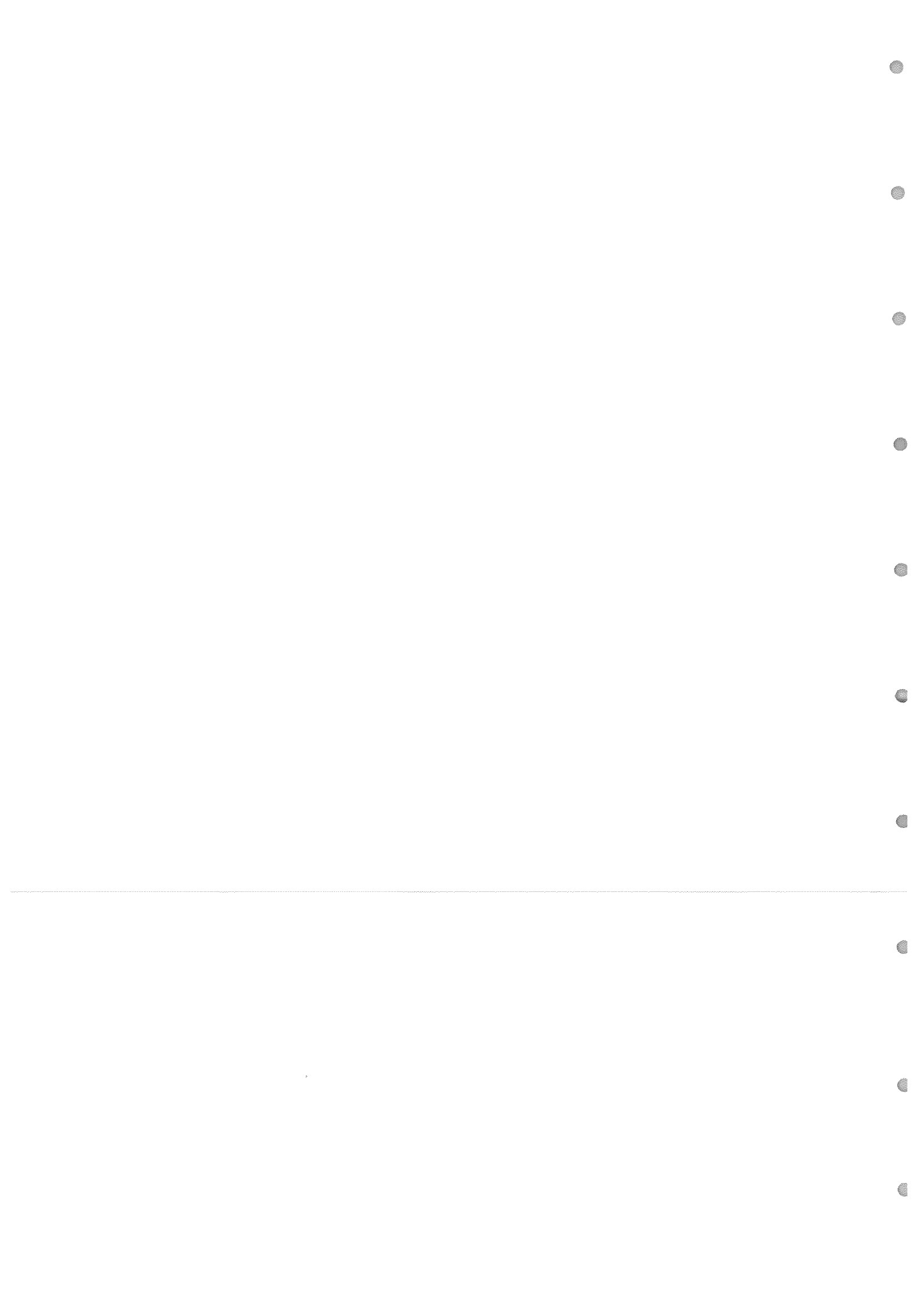
7. **JOINT AND SEVERAL LIABILITY**

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



THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO 62 BELSIZE ROAD

EXECUTED AS A DEED BY
ALISON WARSHAW
in the presence of:

) *Alison Warshaw*

.....
Witness Signature *Martin Collins*

Witness Name: *DR MARTIN COLLINS*

Address: *15 TACRENE ROAD, LONDON NW5 7PH.*

Occupation: *Retired College Principal*

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

[Signature]

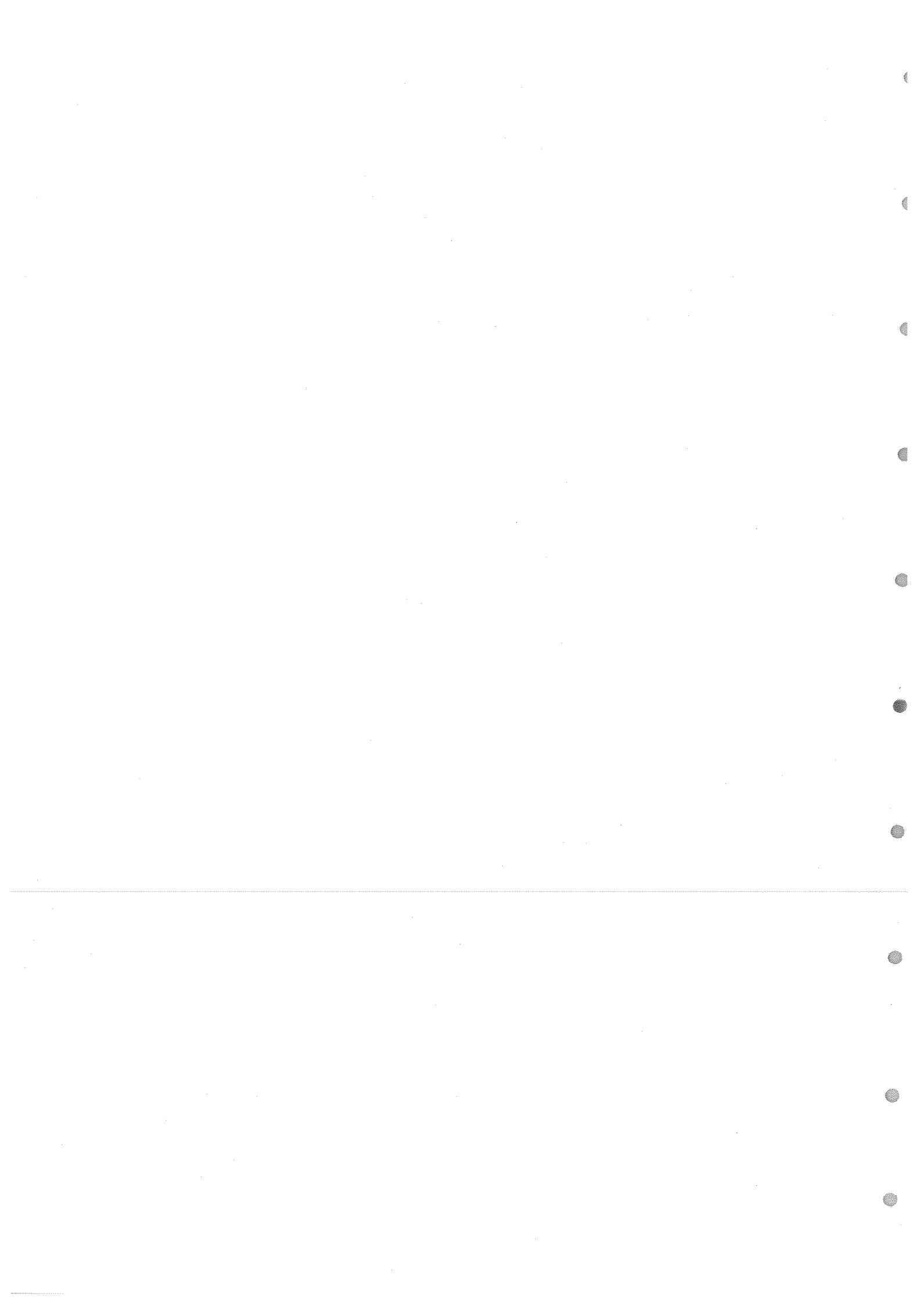
.....
Authorised Signatory



NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.





James Wynne Architects
 Suite 10
 100, Riverside Rd
 Oxford OX4 1NE
 +44 (0)1865 433 600
 info@jameswynne.co.uk
 www.jameswynne.co.uk



JOB TITLE
 Belsize Road

DRAWING TITLE
 Proposed Lower Ground and
 Ground Floor Plans

SCALE 1:50

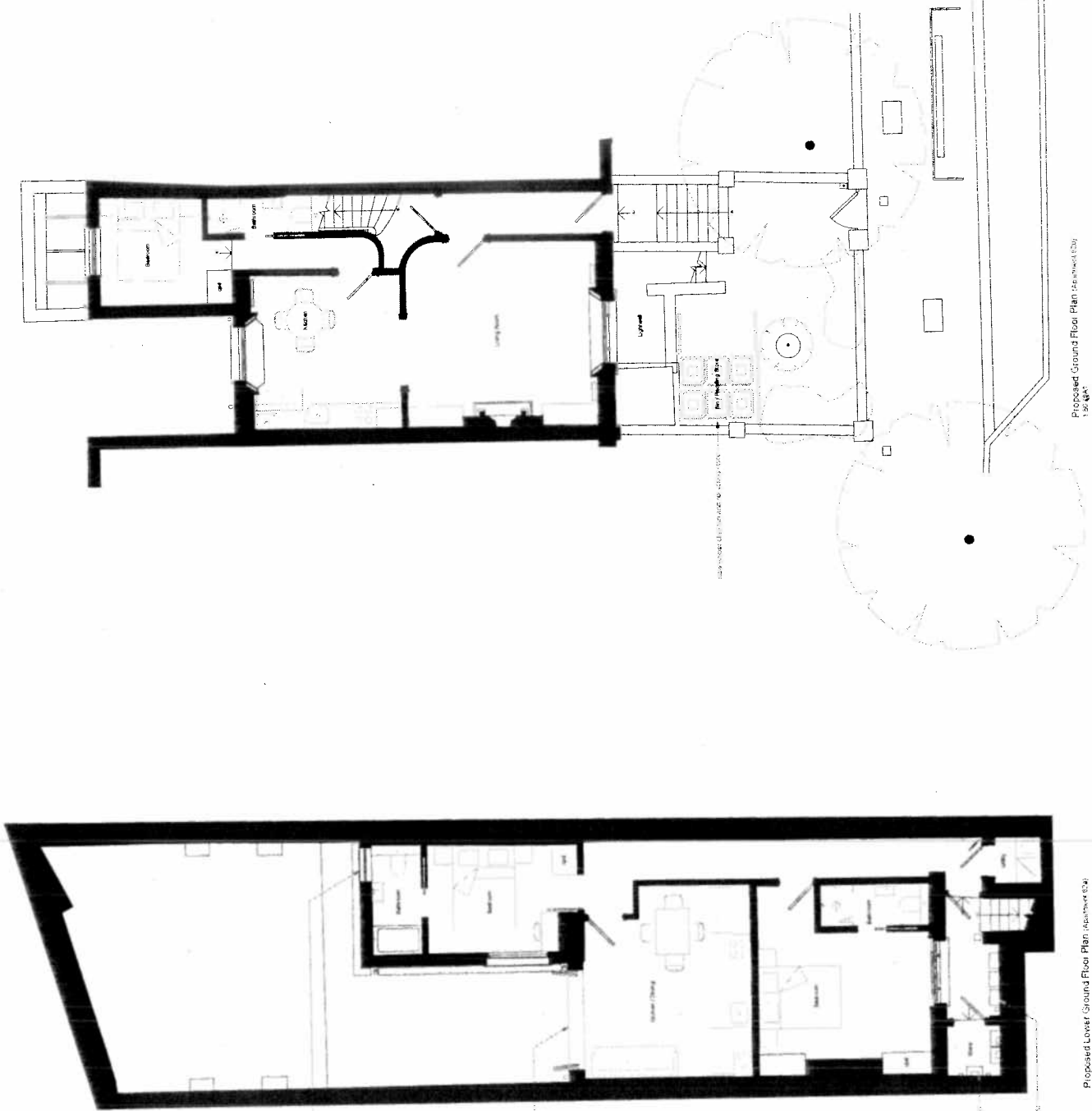
SIZE A1

STATUS Planning

NUMBER JW_02_101

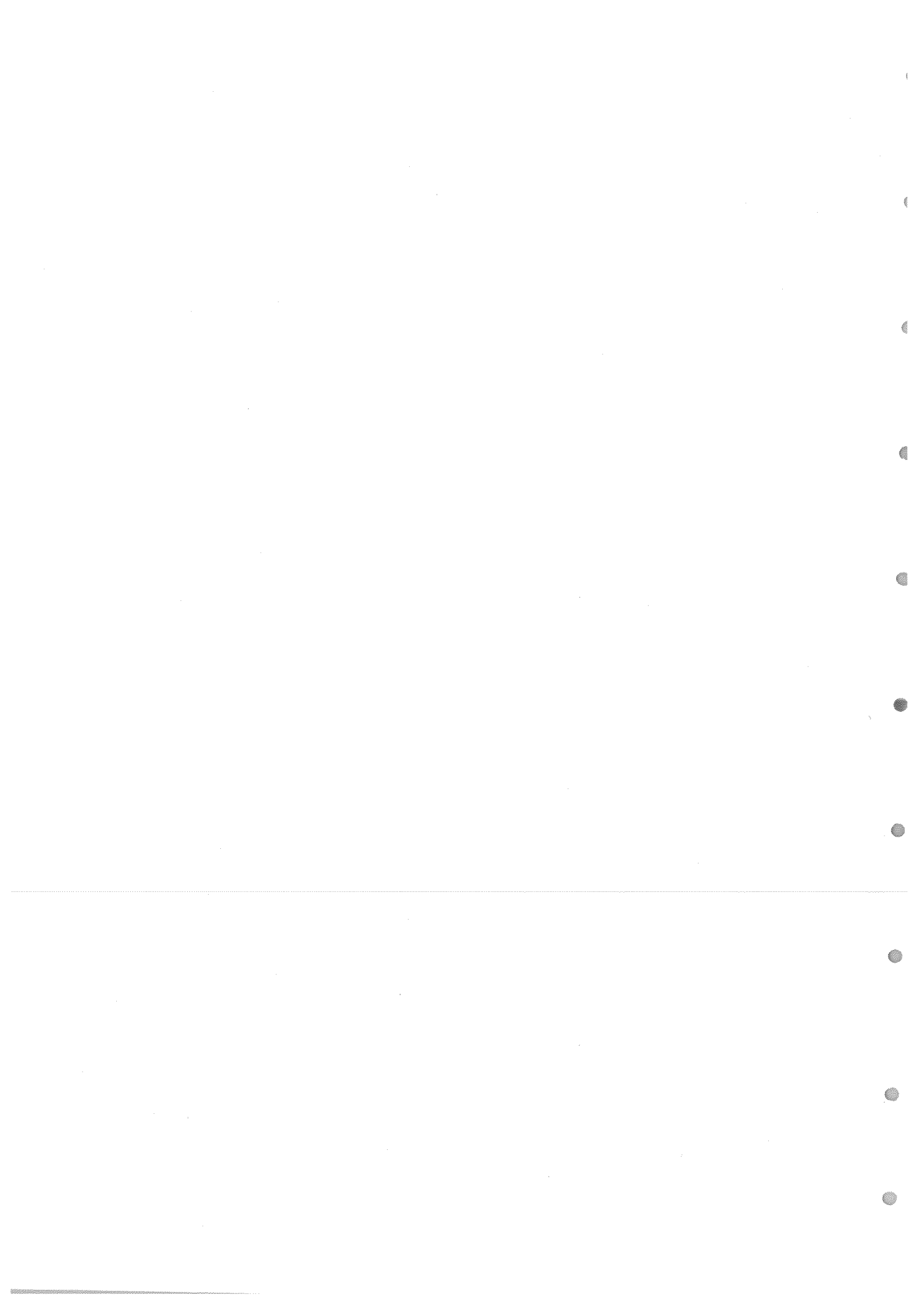
REVISION

CONTRACT NOTES
 1. The drawings shall be read in conjunction with the Contract Documents, including the Contract Bill of Materials, and shall be interpreted in accordance with the Contract Documents.
 2. The drawings shall be read in conjunction with the Contract Documents, including the Contract Bill of Materials, and shall be interpreted in accordance with the Contract Documents.
 3. The drawings shall be read in conjunction with the Contract Documents, including the Contract Bill of Materials, and shall be interpreted in accordance with the Contract Documents.
 4. The drawings shall be read in conjunction with the Contract Documents, including the Contract Bill of Materials, and shall be interpreted in accordance with the Contract Documents.
 5. The drawings shall be read in conjunction with the Contract Documents, including the Contract Bill of Materials, and shall be interpreted in accordance with the Contract Documents.



Proposed Ground Floor Plan (Apartment 02A)
 1:50 NPA

Proposed Lower Ground Floor Plan (Apartment 02A)
 1:50 NPA



James Wyman Architects
Studio 100
Woodstock Road
Oxford
OX2 7ENApplication Ref: **2017/4705/P**

28 November 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 AGREEMENTAddress:
62 Belsize Road
London
NW6 4TGProposal:
Conversion of no. 62 (4 bed unit at ground, first and second floor) and no. 62A (1 bed unit at lower ground) into 3 units (1 x 1 bedroom unit, 1 x 2 bedroom unit and 1 x 3 bedroom unit). Installation of bi-folding doors and replacement of door with window in rear at lower ground level.

Drawing Nos: Location Plan, Design & Access Statement, JW_03_001, JW_03_002, JW_05_001, JW_05_101, JW_03_102, JW_A_05_102, JW_03_101_A and JW_03_102_A.

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 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 D1 [and D2 of the London Borough of Camden Local Plan 2017.

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

Location Plan, Design & Access Statement, JW_03_001, JW_03_002, JW_05_001, JW_05_101, JW_03_102, JW_A_05_102, JW_03_101_A and JW_03_102_A.

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

Informative(s):

- 1 Reasons for granting permission.

The proposal involves the conversion of the existing 1 bedroom lower ground unit and 4 bedroom ground, first and second floor unit into a 2 bedroom unit at lower ground floor, a 1 bedroom unit at ground floor and a 3 bedroom unit over first and second floor. The external alterations are the change of a door to a window and installation of bi-folding doors, both in the rear elevation at lower ground level. Additionally, a timber clad bin store shall be installed in the front garden.

The subdivision proposal is considered acceptable as the increase in the self-contained residential units meets a priority land use of Camden's Core Strategy. Furthermore, the development would provide an additional 2 bedroom flat which is identified as very high priority (Policy H7). The principle of providing additional residential accommodation at the site and maximising the supply of additional homes in the borough is therefore considered appropriate.

The lower ground (2 bed) with a GIA of 58sqm and the 3 bed at first and second floor (101sqm) would comply with the London Plan space standards. The 47sqm ground floor flat (1 bed) would be 1sqm below the requirement. Given the ground floor flat is only marginally below the space standard and that the proposal is a conversion of an existing property without any extensions, this is considered to be acceptable in these circumstances. Each bedroom meets the space requirements for a single or double room. All flats would be dual aspect, which would ensure they

received an adequate amount of daylight and natural ventilation.

The development will be required to be car-free, as secured by way of a S106 planning obligation. Although the proposal does not provide cycle parking in accordance with London Plan requirements, this is considered acceptable in this instance given the constrained nature of the site and that the proposal is a conversion. In addition, the building and large rear garden provides ample space to store cycles.

The window to replace the door shall be a sash window to match the rest of the property and the bi-folding doors will be aluminium framed which is deemed to be acceptable in a rear elevation at low level. The bin store shall be a sympathetic timber clad, modestly sized enclosure.

The proposed window replacing a door and the new bi-folding doors in the rear would not be harmful in terms of neighbours amenity given they would not cause loss of light, outlook or privacy. The bi-folding doors face into the garden of the subject site and sit behind a neighbouring closet wing. The window replaces a door and does not increase overlooking.

No objections have been received prior to making this decision. The planning history of the site and surrounding area were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies H1, H6, A1, A5, D1, D2, T1 and T2 of the Camden Local Plan. The proposed development also accords with The London Plan March 2016, and the National Planning Policy Framework 2012.

- 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 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.
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an

affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

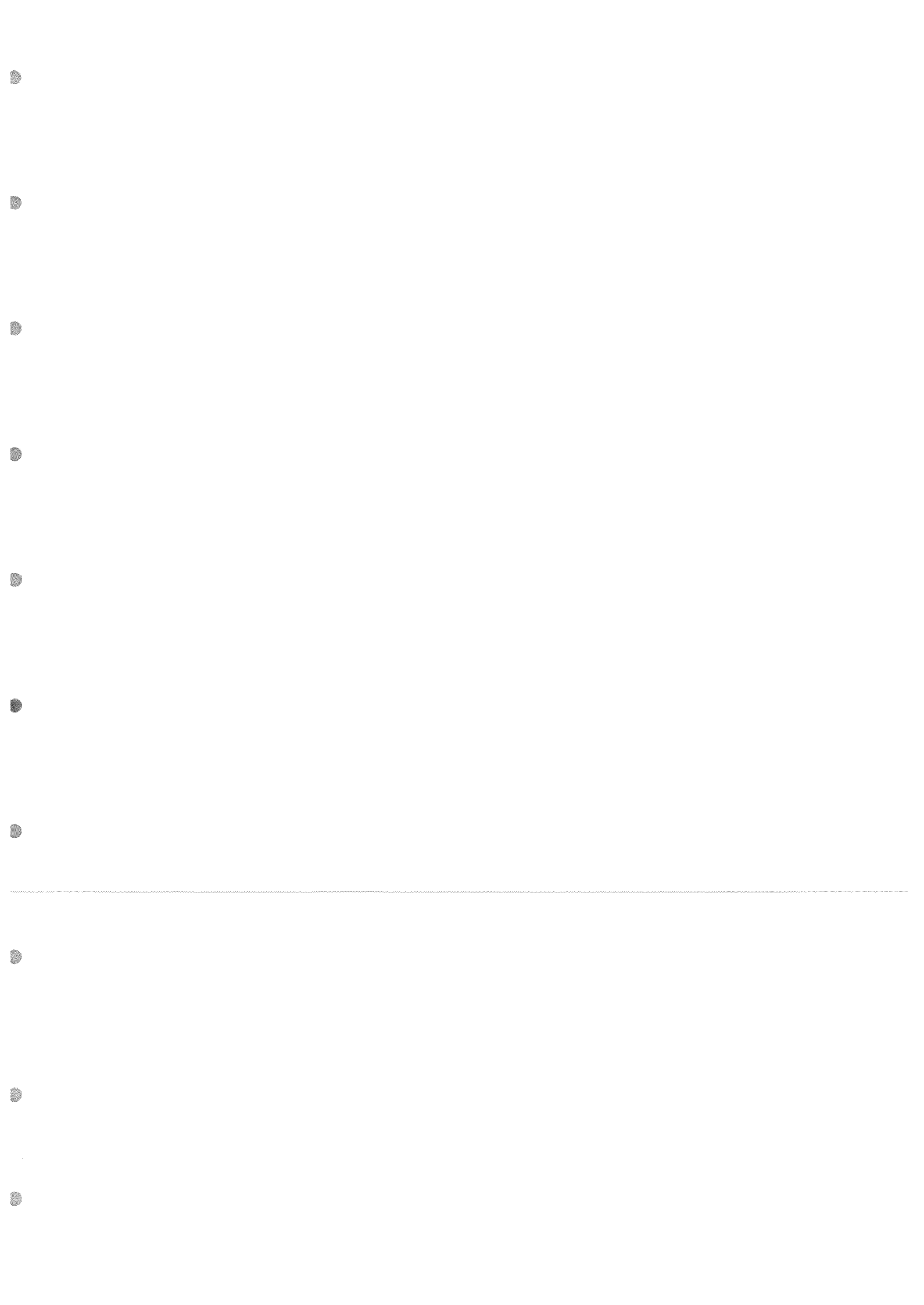
We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

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 19th DECEMBER

2017

(1) ALISON WARSHAW

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
62 BELSIZE ROAD, LONDON, NW1 4TG
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
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6750

G:\case files\culture & env\planning\NS\s106 Agreements\62belsize road (CF)
CLS/COM/NS/1800.492

FINAL