

DATED

18 June

2018

(1) KIM JUDITH CATCHESIDE

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

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
103 Camden Mews London NW1 9BU
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 1918
Fax: 020 7974 2962

CLS/COM/ESA/1800.122
FINAL

THIS AGREEMENT is made the 18th day of June 2018

BETWEEN:

- i. **KIM JUDITH CATCHESIDE** of 103 Camden Mews London NW1 9BU (hereinafter called "the Owner") of the first part
- ii. **SVENSKA HANDELSBANKEN AB (PUBL)** of 3 Thomas More Square London E1W 1WY (hereinafter called "the Mortgagee") of the second part
- iii. **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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL703431 subject to a charge to the Mortgagee.
- 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 22 December 2016 and the Council resolved to grant permission conditionally under reference number 2016/7063/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.

- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL703431 and dated (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

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" erection of a single storey infill and rear extension at ground floor level with rooflight above, erection of a rear dormer extension and conversion of the garage to the front elevation for ancillary residential floorspace all associated with conversion of the existing residential dwelling into 1 x 2bed self-contained unit and 1 x 3 bed maisonette as shown on drawing numbers:- CM_07_001 P1, CM_07_100, CM_07_101 P5, CM_07_102 P2, CM_07_103 P2, CM_07_201 P2, CM_07_202 P3, CM_07_204 P2 and Design and Access 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 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council the Owner and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 22 December 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/7063/P subject to conclusion of this Agreement

2.8 "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

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.10 "the Property"

the land known as 103 Camden Mews London NW1 9BU the same as shown shaded grey on the plan annexed hereto

2.11 "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

- 2.12 "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 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 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Car Free**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development 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) any residential 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.
- 4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges 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 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 2016/7063/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 2016/7063/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, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/7063/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 or the Mortgagee 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 Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 7.2 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. **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

CONTINUATION OF AGREEMENT IN RELATION TO 103 CAMDEN MEWS LONDON
NW1 9BU

EXECUTED AS A DEED BY
KIM JUDITH CATCHESIDE
in the presence of:

) Kim Catcheside
)

Wendy Burn

Witness Signature

Wendy Burn

Witness Name

WENDY KATHERINE BURN

Address

Upper Ewe Croft, Victoria Drive, Ilkley. LS29 9AY


Occupation

MEDICAL PRACTITIONER

Executed as a deed by
SVENSKA HANDELSBANKEN AB
(PUBL) company incorporated in
Sweden, acting
by ~~DEIRDRE MACKIE~~
and ~~MARK EADLON~~
who, in accordance with the laws of
that territory, are acting under the
authority of the company

Signature in the name of the company
SVENSKA HANDELSBANKEN AB
(PUBL)

D. Mackie
Signature of authorised signatory


Signature of authorised signatory

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

Authorised Signatory



THE UNIVERSITY OF CHICAGO LIBRARY

1000 S. MICHIGAN AVE. CHICAGO, ILL. 60607

TEL: 773-936-5000 FAX: 773-936-5001

WWW.CHICAGO.LIBRARY.EDU

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

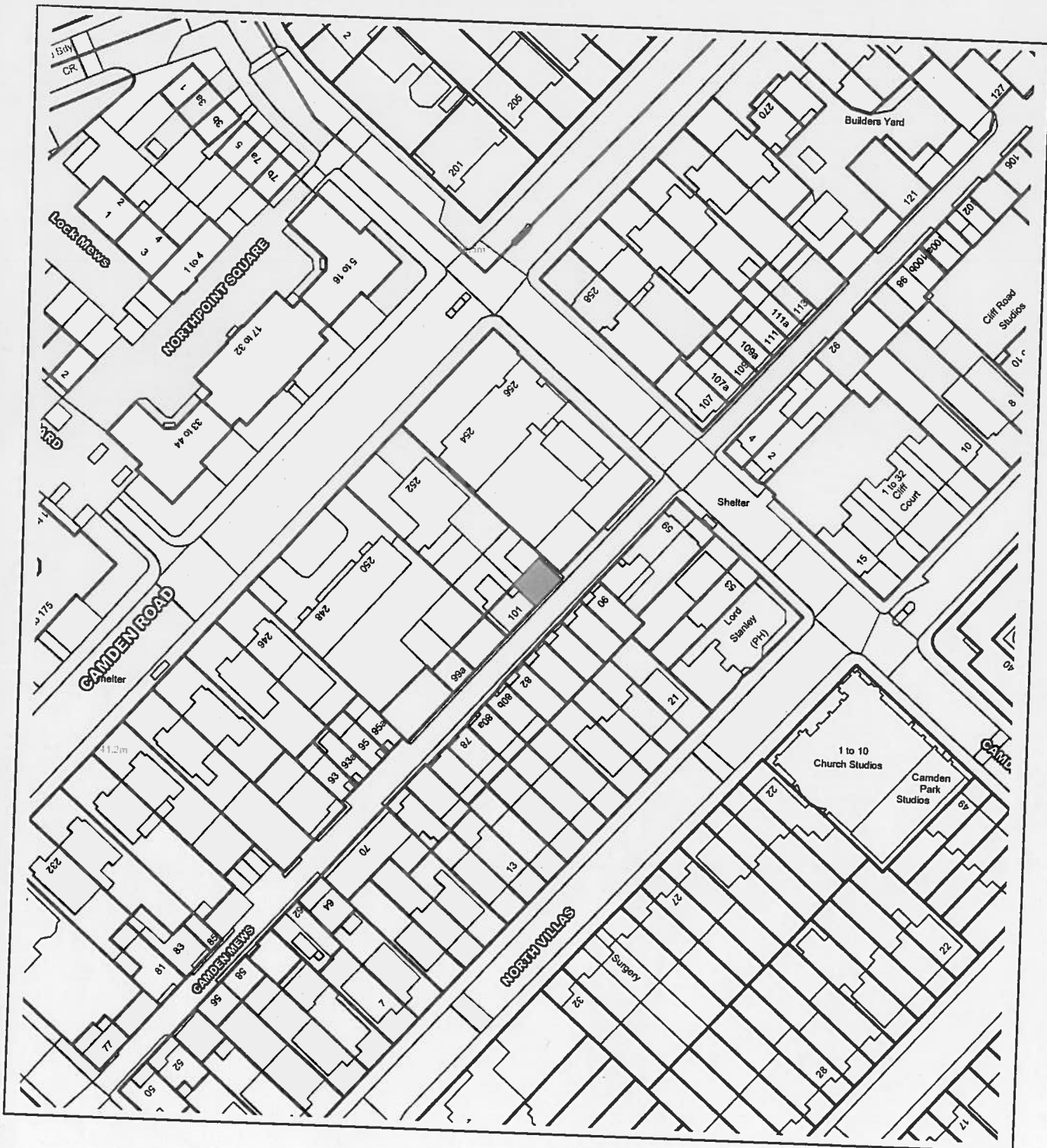
CHICAGO, ILL. 60607

CHICAGO, ILL. 60607

University of Chicago
Library
1000 S. MICHIGAN AVE.
CHICAGO, ILL. 60607

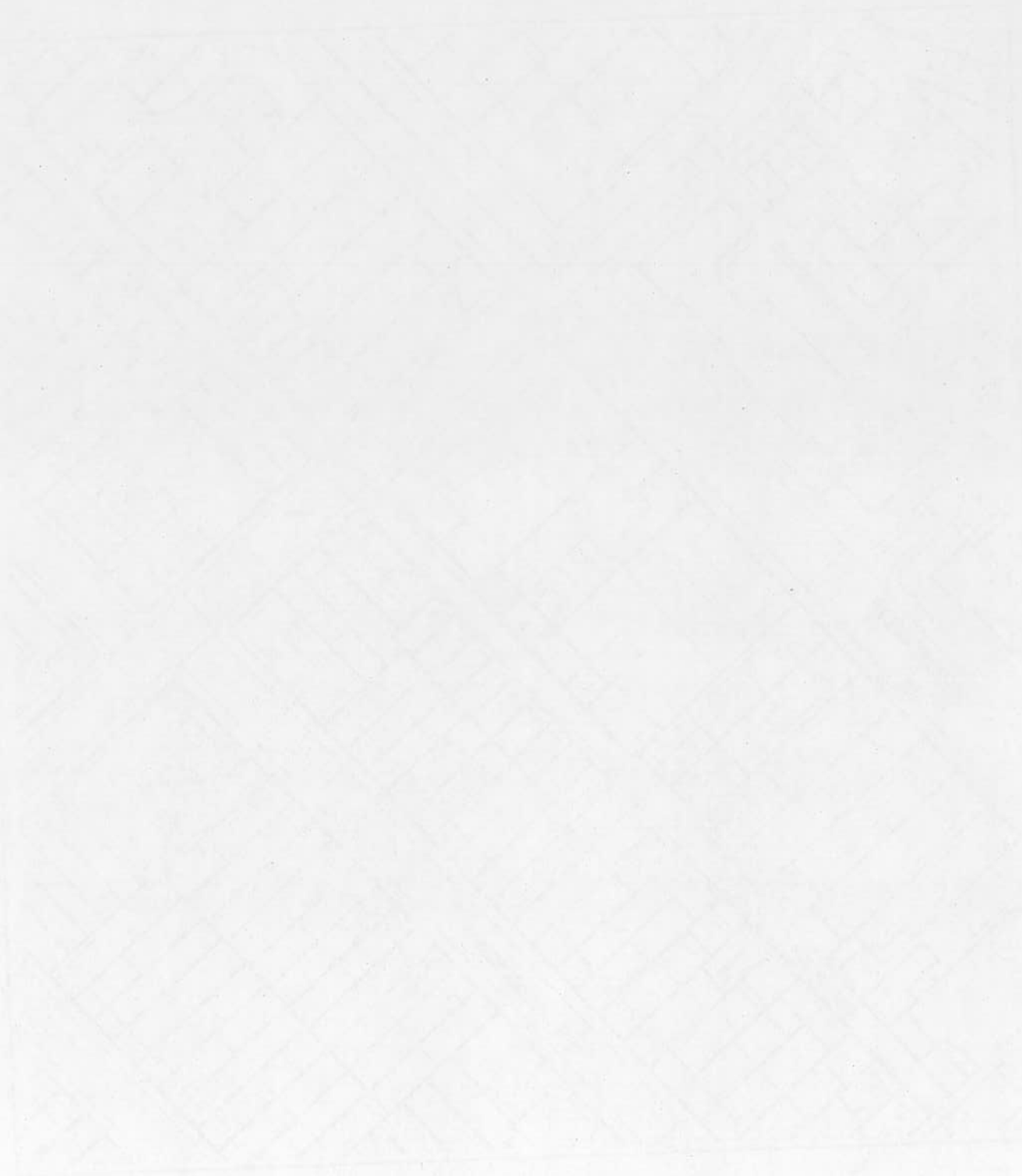
1000

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.

WORTHINGTON BEGINS THE JOURNAL



THE JOURNAL OF THE WORTHINGTON BEGINS THE JOURNAL
OF THE WORTHINGTON BEGINS THE JOURNAL

Vicky Thornton design
2 Haven Mews
London
N1 1LQ

Application Ref: **2016/7063/P**

28 March 2018

Dear Sir/Madam

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:
103 Camden Mews
London
NW1 9BU

Proposal:

Erection of a single storey infill front and rear extension at ground floor level, erection of a rear dormer extension all associated with conversion of the existing residential dwelling into 1 x 2bed self-contained unit and 1 x 3 bed maisonette.

Drawing Nos: CM_07_001 P1, CM_07_100, CM_07_101 P5, CM_07_102 P2, CM_07_103 P2, CM_07_201 P2, CM_07_202 P3, CM_07_204 P2 and Design and Access Statement.

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 CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 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: CM_07_001 P1, CM_07_100, CM_07_101 P5, CM_07_102 P2, CM_07_103 P2, CM_07_201 P2, CM_07_202 P3, CM_07_204 P2 and Design and Access Statement.

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

- 4 The dwelling hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2); evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development and policy H6 of the Camden Local Plan Submission Draft 2016.

- 5 Before the first occupation of the new dwelling, details of secure and covered cycle storage for 2 x cycle to the rear shall be submitted to and approved by the local planning authority in writing. The approved facility shall be provided in its entirety and be 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 and policy T1 of the Camden Local Plan Submission Draft 2016.

Informative(s):

1 Reason for granting planning permission:

The proposal is associated with the conversion of the 4Bed dwelling house into 2 x self-contained flats consisting of 1 x 2Bed self-contained flat at ground and 1 x 3Bed maisonette at first and second floor level. The proposed rear (north) infill extension would be built on the unutilised paving area measuring 2.6m high x 2.8m wide and 5.7m deep, and set back by 1.0m from the building line. A new window is proposed to the rear and the existing French doors would be re-used to provide access to the rear garden. The existing 1.7m high boundary wall would be increased by 1m and the existing garage area overhang to the front would be enclosed for a bedroom with external bin store and internal storage space to the front elevation.

The rear infill extension would be limited to the private views from the neighbouring property no. 101 Camden mews which the host building form a pair. The majority of properties along the south elevation have been infilled, with the exception of 101 and 103 Camden Mews. The proposed rear extension would be subservient to the host building, the materials are sympathetic in design and appearance and the scale of the extension would not contribute to the loss of amenity space. As such, would accord with DP24, DP25 and CS14 of the LDF.

The existing 4Bed property would be converted into 2 x self-contained units consisting of 1 x 2Bed 4P flat at ground floor level and 1 X 3Bed 5P maisonette at first and second floor level. All rooms would be adequately sized and most bedrooms would be larger than 11.5sqm for double bedrooms in the DCLG space standards. M4 (2) is similar to lifetime homes but requires totally step free housing. Compliance with M4 (2) would be secured by condition. The flats would be double aspect with good outlook, access to sunlight and daylight and natural ventilation due to the large windows.

The host building does not benefit from a traditional roof slope. The dormer extension was revised and would be 500mm from the ridge and 2.8m from the roof ridge and in this instance, would be acceptable.

The development would provide 4 cycle parking spaces in London Plan requirements. The proposal includes the provision of 2 Sheffield stands located in rear garden. However, the cycle stand would not be enclosed and would be secured by condition. The 2 x bikes vertically hung in the hallway to the front elevation and is considered acceptable. As required under Policy DP18, the development should be 'car-free' to ensure that no additional parking congestion occurs in the area. This new flat being created would be "car free" development and would be secured by way of a section 106 legal agreement.

The window of the neighbours property sits below the existing boundary wall of No.101 and whilst the garden wall would be increased by 1m the outlook from the windows would not be detrimental. It is not considered that the proposed infill rear extension would have a detrimental impact on residential amenities in regards to daylight/sunlight nor contribute to a sense of enclosure on account of its form and

scale.

As such, the proposed development is in general accordance with policies CS5, CS6, CS11, CS13, and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP6, DP18, DP22, 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 and with Policies A1, D1, D2, H1, H3, H7, T1 and T2 of the Camden Local Submission Draft 2016.

- 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.
- 5 It is anticipated that the Inspector's report on the Local Plan will be published on 15 May 2017 and it will conclude that the plan is 'sound' subject to modifications being made to the Plan. While the determination of planning applications should continue to be made in accordance with the existing development plan until formal adoption, substantial weight may be attached to the relevant policies of the emerging plan as a material consideration following publication of the Inspector's report, subject to any relevant recommended modifications in the Inspector's report.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

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

DRAFT

DECISION

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

COUDRIEOL

COUDRIEOL

COUDRIEOL

COUDRIEOL

DATED

18 June

2018

(1) KIM JUDITH CATCHESIDE

and

(2) SVENSKA HANDELSBANKEN AB (PUBL)

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

103 Camden Mews London NW1 9BU

**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 1918
Fax: 020 7974 2962**

**CLS/COM/ESA/1800.122
FINAL**