

DATED 17th AUGUST 2018

(1) JAMES DAVID THOMAS and MARIE-THERESE SARCH

and

(2) WEST BROMWICH BUILDING SOCIETY

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

16 LISBURNE ROAD, LONDON, NW3 2NR

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 2188

G:\case files\culture & env\planning\ns\s106 Agreements\16 Lisburne Road(CF)
CLS/COM/NS/1800.490

FINAL

THIS AGREEMENT is made the 17th day of AUGUST 2018

B E T W E E N:

- A. **JAMES DAVID THOMAS AND MARIE THERESE SARCH** of 16 Lisburne Road, London, NW3 2NR (hereinafter called "the Owner") of the first part
- B. **WEST BROMWICH BUILDING SOCIETY** of 2 Providence Place, West Bromwich, West Midlands B70 8AF (hereinafter called "the Mortgagee") of the second part
- C. **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 LN95584 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 6th June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3277/P 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.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number LN95584 and dated 2nd March 2006 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"	change of use and conversion from single dwelling house into 2no. x 2-bed self contained flats; including erection of a single-storey full width rear and side return extension with small courtyard. as shown on drawing numbers:- OS Location Plan, 3.03.01, 3.03.02, 3.03.03, 3.03.04, 3.04.01, 3.05.01, 3.06.01, 3.06.02, 3.12.01A, 3.12.02, 3.12.03A, 3.12.04, 3.13.01, 3.13.02, 3.14.01, 3.44.02
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 2 forming part of the Development on the first and second floor the same as shown edged in red on the drawing numbers 3.12.02 and 3.12.03A 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 the Owner and the Mortgagee
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 6 th June

		2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3277/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 16 Lisburne Road, London, NW3 2NR 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

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, 8 and 9 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 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) 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 2017/3277/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 2017/3277/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 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 completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

9.1 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

**EXECUTED AS A DEED BY
JAMES DAVID THOMAS**)
in the presence of:)



.....
Witness Signature

Witness Name: D. F. BROWN
Address: 23 MONARCH WAY, WINCHESTER SO22 5QH
Occupation: CIVIL SERVANT



**EXECUTED AS A DEED BY
MARIE-THERESE SARCH**)
in the presence of:)



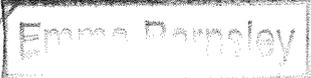
.....
Witness Signature

Witness Name: D F BROWN
Address: 23 MONARCH WAY, WINCHESTER SO22 5QH
Occupation: CIVIL SERVANT



**EXECUTED AS A DEED BY
WEST BROMWICH BUILDING SOCIETY**)
by)
in the presence of:-)

.....



THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO THE LAND KNOW AS 16 LISBURNE ROAD

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

R. Alexander
.....

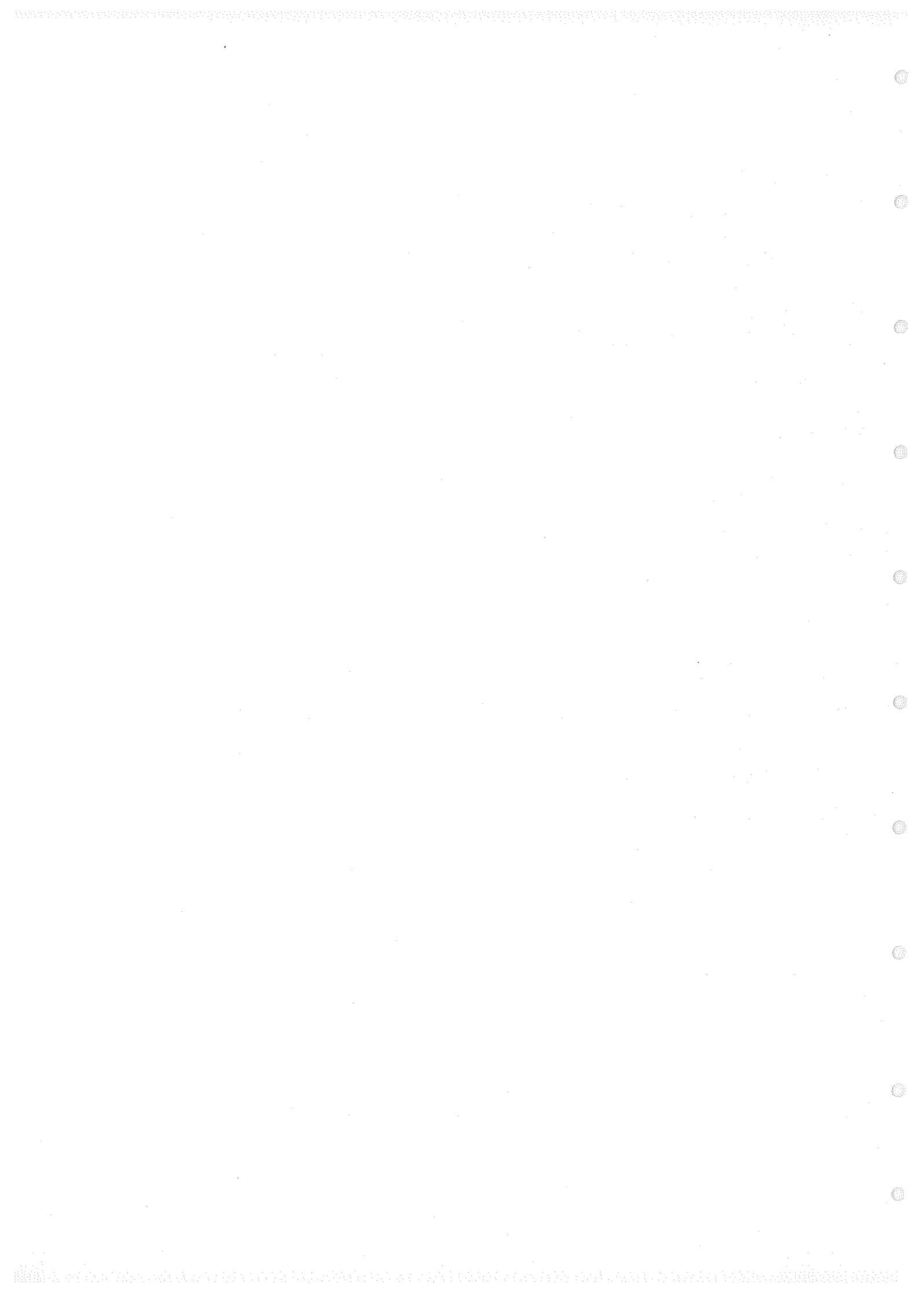
Authorised Signatory

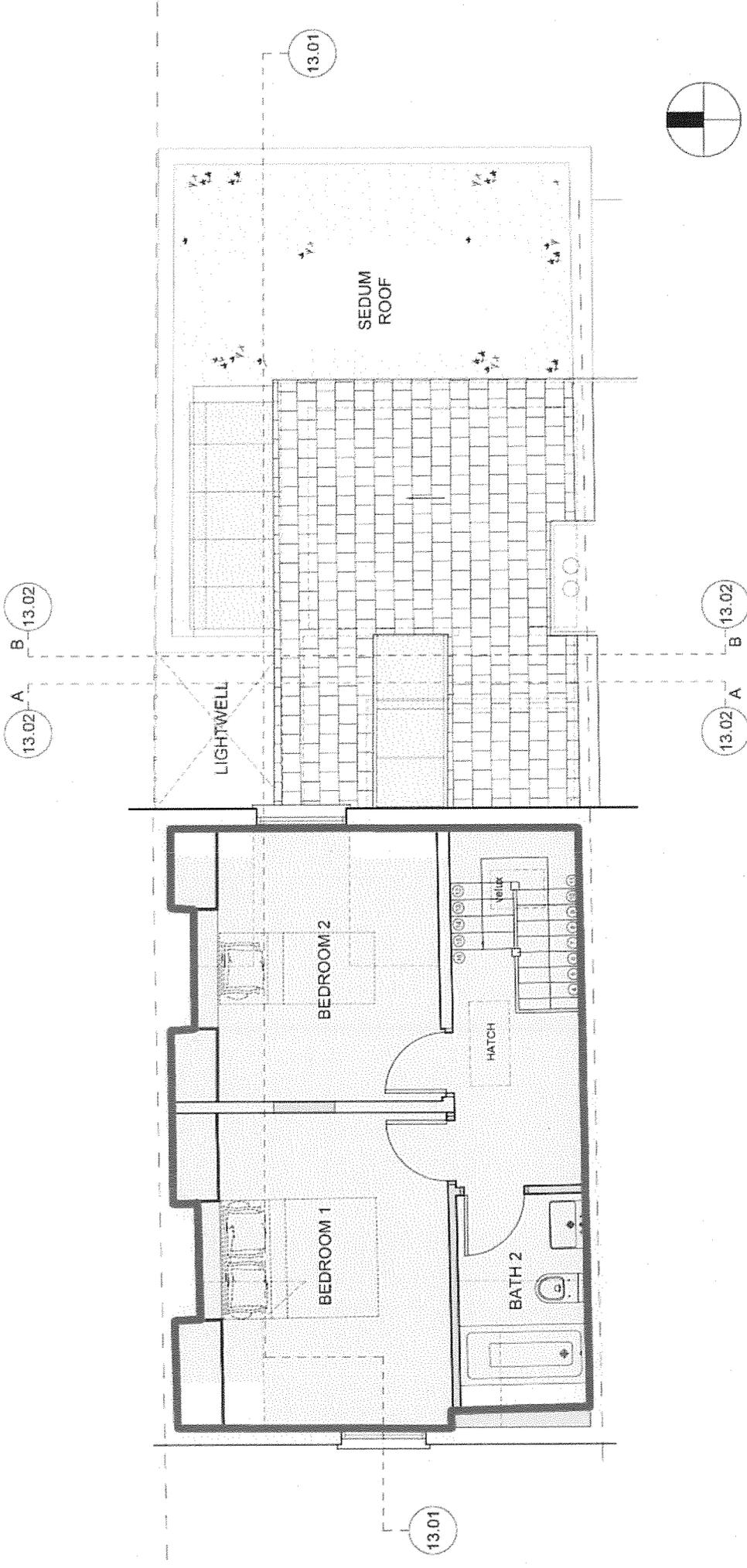


NORTHGATE SE GIS Print Template



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Job title
16 Lisburne Road, NW3 2NR
Camden

Drawing title
Second floor plan
Proposed

Job number
DM268

Scale/A3
1:50

Drawing number
3.12.03A

David Money Architects
 21 Claydon's Place London, SW8 1NL
 T/F: 020 7587 3584 E: studio@davidmoney.com

PLANNING

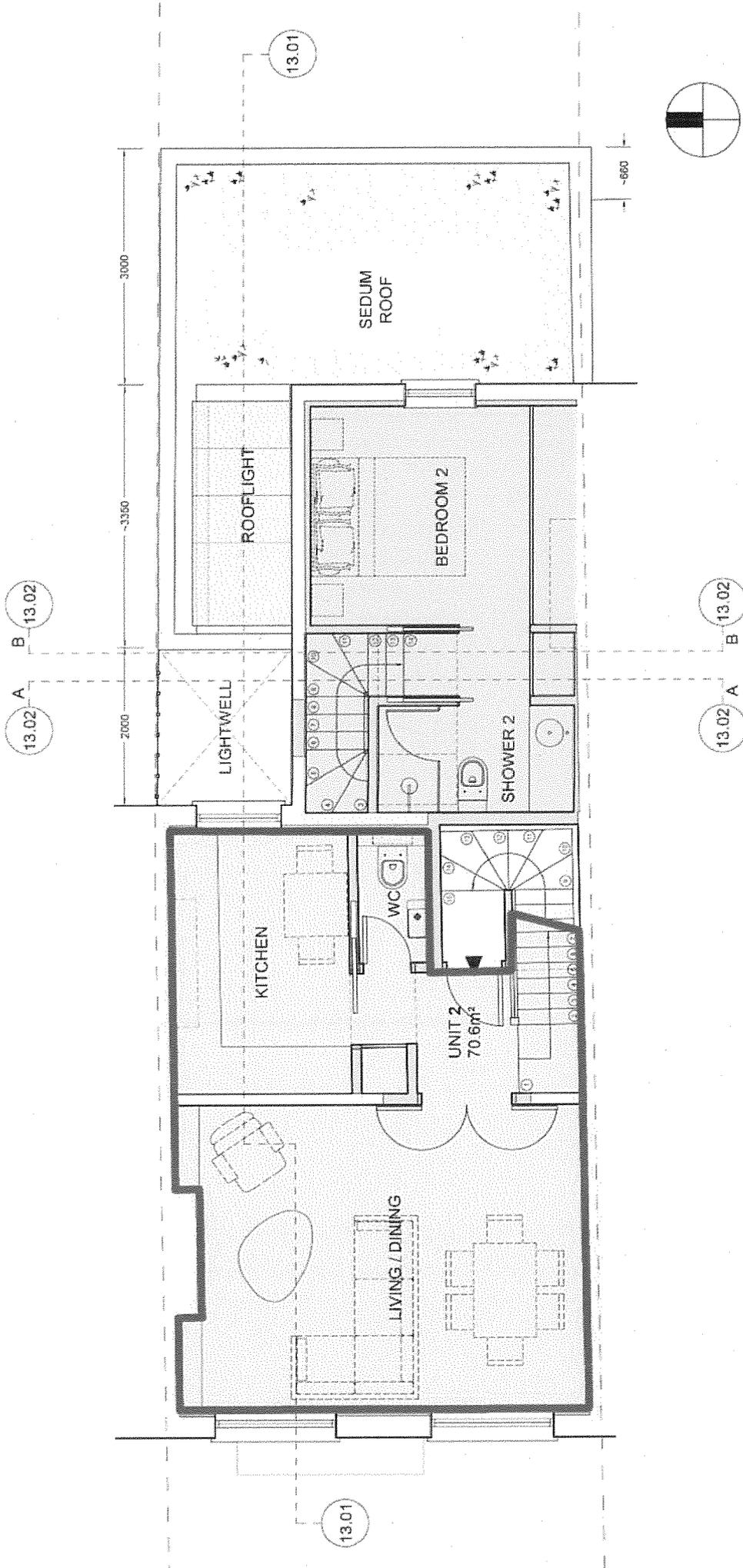
Date of issue / Project stage
09.10.17

Revisions
 A 09.10.17 Unit 2 floor area amended

Notes

1. The architect retains copyright of this drawing. It should not be reproduced without prior written consent.
2. Do not read from this drawing, unless for PLANNING Project stage. Errors/omissions should be reported to the architect.
3. Areas with head height of more than 1.5m.





Job title
 16 Lisburne Road, NW3 2NR
 Camden

Drawing title
 First floor plan
 Proposed

Job number Scale: A3 Drawing number
 DM268 1:50 3.12.02

David Money Architects
 21 Claydonia Place London SW8 1RL
 T/F: 020 7587 3584 E: dm@dmoney.com

PLANNING
 Date of issue / Project stage
 02.06.17

Revisions

- Notes
1. The architect retains copyright of this drawing. It should not be reproduced without prior written consent.
 2. Do not scale from this drawing, unless for PLANNING Project stage. Other applications should be referred to the architect.
 3. 1m 5m 1m 2m

David Money Architects
21 Claylands Place
London
SW8 1NL

Application Ref: **2017/3277/P**

23 April 2018

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

Address:

**16 Lisburne Road
London
NW3 2NR**

Proposal:

DECISION
Change of use and conversion from single dwelling house into 2no. x 2-bed self contained flats; including erection of a single-storey full width rear and side return extension with small courtyard.

Drawing Nos: OS Location Plan, 3.03.01, 3.03.02, 3.03.03, 3.03.04, 3.04.01, 3.05.01, 3.06.01, 3.06.02, 3.12.01A, 3.12.02, 3.12.03A, 3.12.04, 3.13.01, 3.13.02, 3.14.01, 3.44.02

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 policies 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:

OS Location Plan, 3.03.01, 3.03.02, 3.03.03, 3.03.04, 3.04.01, 3.05.01, 3.06.01, 3.06.02, 3.12.01A, 3.12.02, 3.12.03A, 3.12.04, 3.13.01, 3.13.02, 3.14.01, 3.44.02

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

- 4 Prior to the commencement of development, details of a green roof for the extension hereby approved, including a section plan showing the roof and substrate build up, details of planting species and a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The development shall be implemented only in accordance with the approved details.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies A3, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission:-

The development proposes the conversion of the existing dwelling into 2 x 2 bed flats together with a single storey rear and side infill extension.

The development would increase housing supply in the borough and would provide a good standard of accommodation with adequate internal living space for the two flats. The ground/first floor unit would be a 2 bed/4person unit with a floorspace of 81 sq. m (79 sq. m required) and the first/second floor unit would be a 2 bed/3 person unit with a useable floorspace of 71 sq. m (70 sq. m required). The proposed flats would have a good internal layout in other respects and adequate light and outlook would be provided. Details of floor/ceiling insulation between the ground and first floor flats has been submitted and is acceptable.

The proposed single storey rear and side infill extension would match the extension approved at this site ref: 2017/0517/P dated 10/05/2017. The extension would extend 3 m in depth from the end of the existing outrigger and would extend the full 5.2 m width of the site and would then wrap around the existing outrigger extending 3.3 m into the side-rear return elevation. The extension would measure 3 m in height with a flat roof apart from a small mono-pitched section to the side which would extend up to a height of 3.5 m.

This extension would be subordinate to the subject building and would be commensurate with the character of the rear extensions on this terrace. The design and materials to be used would also match the appearance of the host building. An adequately sized rear garden would be retained. Details of a green roof for this extension would be required by planning condition.

The proposed extension was previously approved and is not considered to impact on the levels of daylight, sunlight or outlook or contribute to a sense of enclosure of neighbouring properties.

The existing resident of the site who has an existing car parking permit would occupy one of the proposed flats. Therefore, only one of the proposed flats would be secured as a car free unit. There is also space for adequate cycle parking on the site.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies H1, C6, A1, D1, D2, T1 and T2 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2016, The London Plan Housing SPG, the National Planning Policy Framework and the National Technical Housing Standards.

- 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 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
- 5 You are advised that this proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 6 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.

Yours faithfully

Supporting Communities Directorate

DATED 17th AUGUST 2018

(1) JAMES DAVID THOMAS and MARIE-THERESE SARCH

and

(2) WEST BROMWICH BUILDING SOCIETY

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

16 LISBURNE ROAD, LONDON, NW3 2NR

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
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