

DATED

22 January

2018/9

(1) TERENCE WALKER AND MARY CHRISTINE WALKER

and

(2) ANDREW KASRIEL AND ANDREW KOLESNIKOV

and

**(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

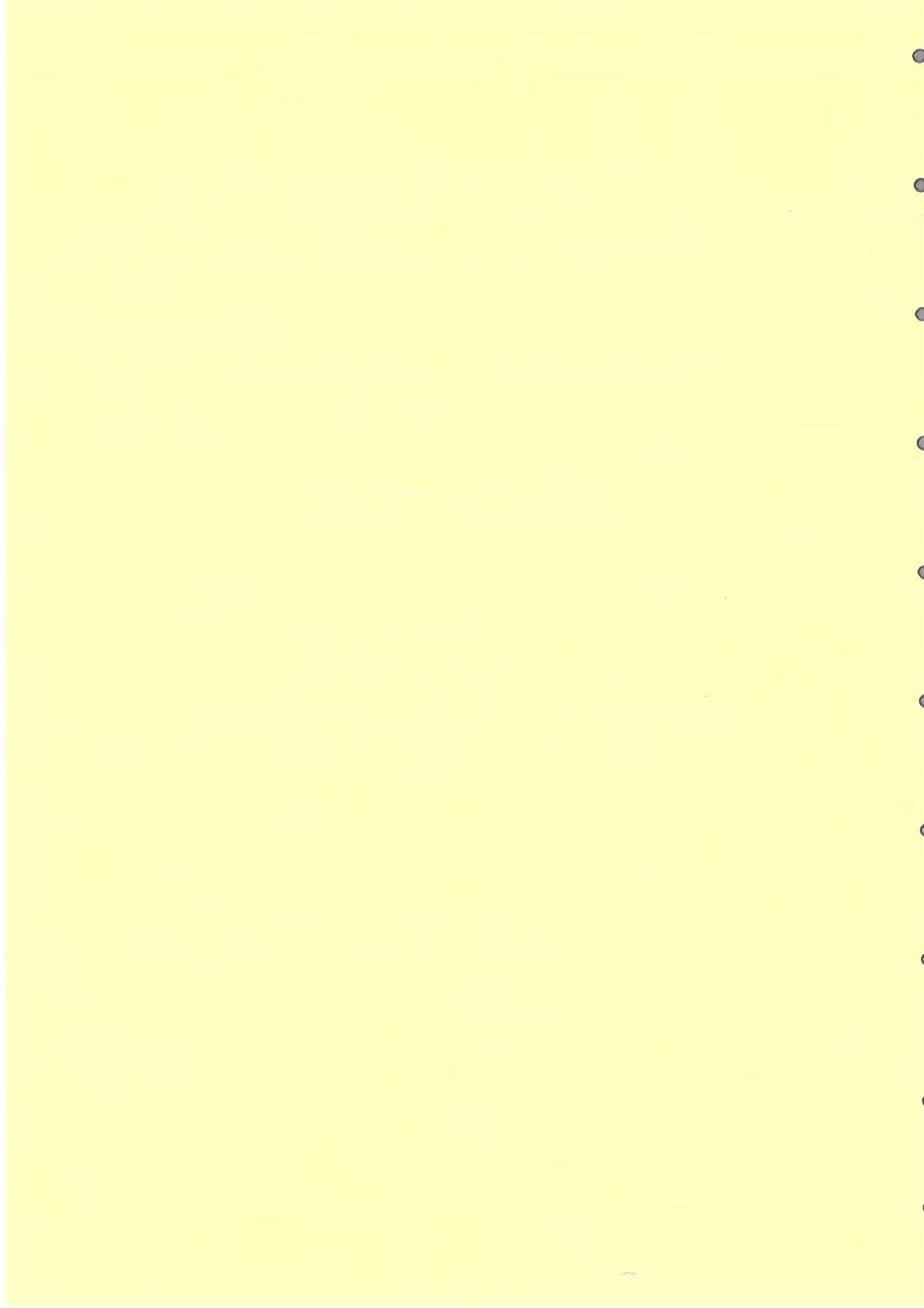
**relating to land known as
21 CANFIELD PLACE LONDON NW6 3BT
pursuant to**

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 5826

CLS/COM/LN/1800.847
s106 FINAL



THIS AGREEMENT is made the 22nd day of January 201~~8~~9

B E T W E E N:

- a. **TERENCE WALKER** and **MARY CHRISTINE WALKER** of 21 Canfield Place Hampstead London NW6 3BT (hereinafter called "the First Leaseholder") of the first part
- b. **ANDREW KASRIEL** of 1-3 Canfield Place London NW6 3BT and **ANDREW KOLESNIKOV** of 15 Canfield Place London NW6 3BT (hereinafter called "the Second Leaseholder") 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 First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title Absolute of the Property under Title Number NGL606572 and NGL791130.
- 1.2 The First Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title Absolute of the Property under Title Number NGL787790
- 1.4 The Second Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act
- 1.5 The First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 11 May 2018 and the Council resolved to grant permission

conditionally under reference number 2018/2221/P subject to the conclusion of this legal Agreement.

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

1.8 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 single family dwelling into one studio flat and one 2 bed duplex flat as shown on drawing numbers:- 21CP/P200 REVC and Planning Statement commission by Residential Building Solutions no date
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 ground floor unit forming part of the Development the same as edged in green on the drawing numbered 21CP/P200 REVC 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 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 11 May 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/2221/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 21 Canfield Place London NW6 3BT 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 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 Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1.1 and 4.1.2 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 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:

- (a) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (b) 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) the Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated 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 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 2018/2221/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.
- 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 2018/2221/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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2018/2221/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(s) 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
TERENCE WALKER
in the presence of:

)
)
)

T. WALKER

.....
Witness Signature

Witness Name DAVID MASSELL



Address 112 HAZELWOOD LANE, ABBOTS LAWLEY, WDSOHE

Occupation FIRE FIGHTER

EXECUTED AS A DEED BY
MARY CHRISTINE WALKER
in the presence of:

)
)
)

MARY WALKER

.....
Witness Signature

Witness Name DAVID MASSELL



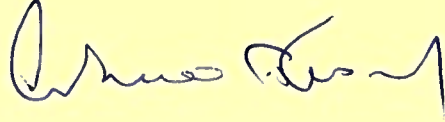
Address 112 HAZELWOOD LANE, ABBOTS LAWLEY, WDSOHE

Occupation FIRE FIGHTER

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
21 CANFIELD PLACE LONDON NW6 3BT

EXECUTED AS A DEED BY
ANDREW KASRIEL
in the presence of:

)
)
)



.....

Witness Signature

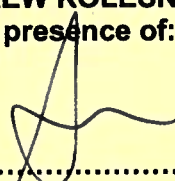
Witness Name *K. EDWARDS*

Address *102 SHAFTESBURY RD
N.19 4QR*

Occupation *Builder*

EXECUTED AS A DEED BY
ANDREW KOLESNIKOV
in the presence of:

)
)
)

.....

Witness Signature

Witness Name *A. KOLESNIKOV*

Address *15 SANDY LODGE LANE NORTHWOOD HA6 2HZ*

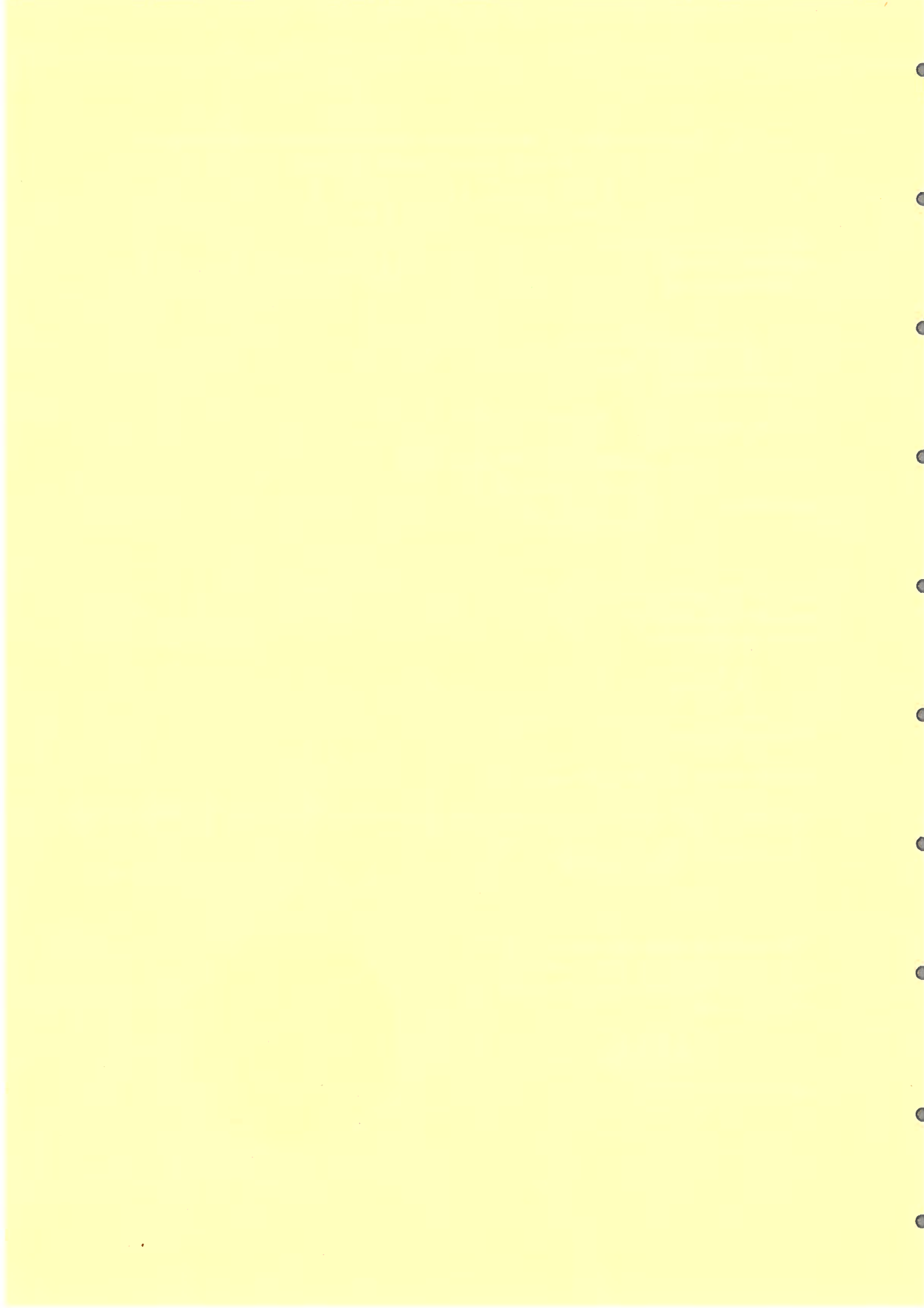
Occupation *RETIRED*

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

.....

Authorised Signatory





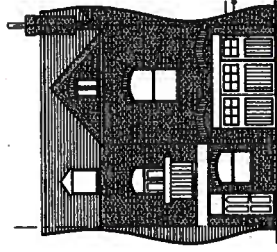
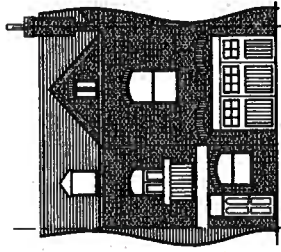
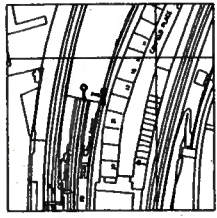
NORTHGATE SE GIS Print Template



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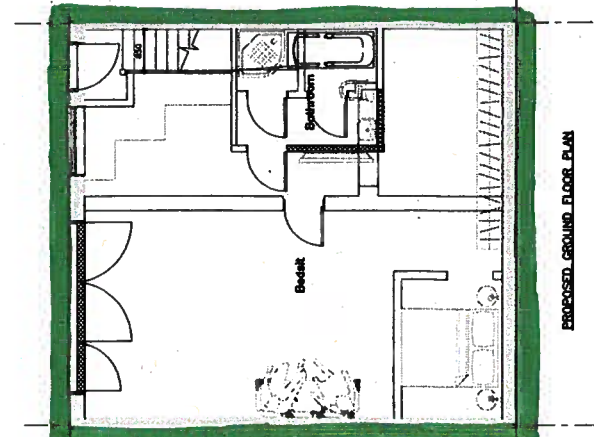
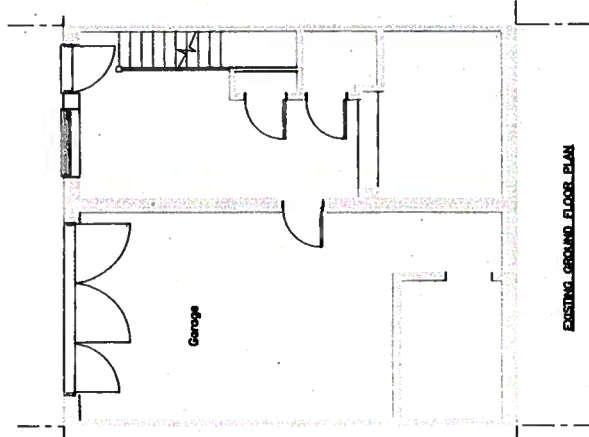
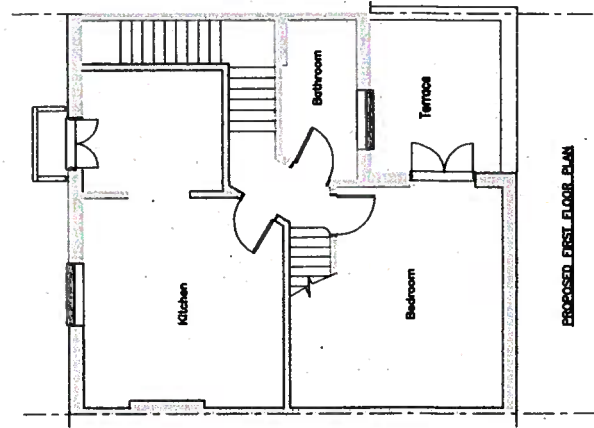
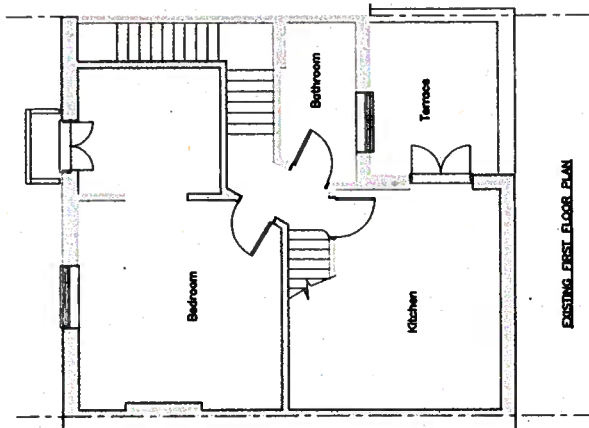
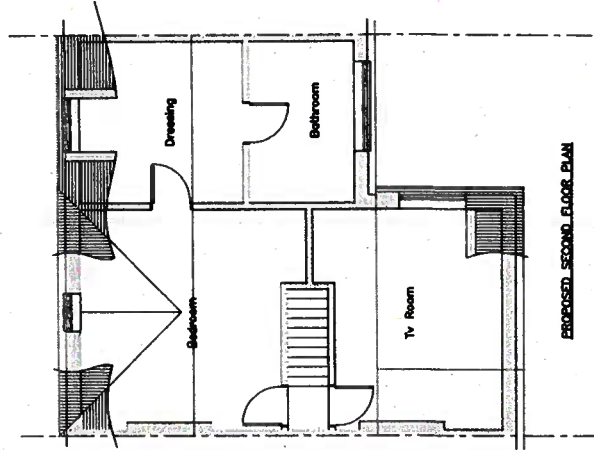
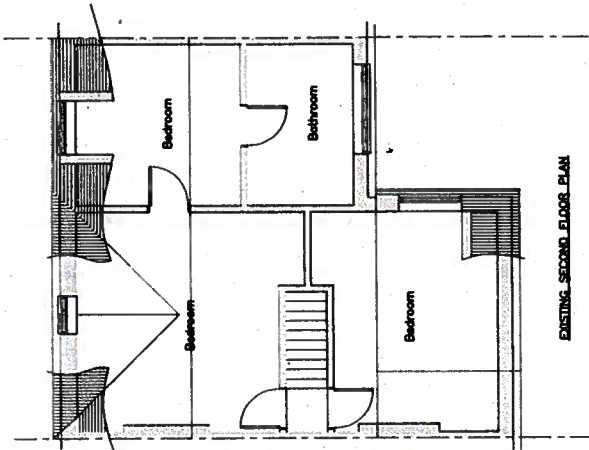
Mary Walker OBE





Client	Residential Building Solutions Ltd
Architect	Residential Building Solutions Ltd
Project Name	PROPOSED CONVERSION OF SINGLE FAMILY DWELLING INTO 1 NO STUDIO AND 1 NO DUPLEX UNIT.
Address	21 CANFIELD PLACE, LONDON, NW6 3BT
Scale	EXISTING PROPOSED PLANS
Date	14/05/18
Drawn	APL/01/18
Check	
Appr	
Sheet	2109/P200
Of	C

SCALE 1:50





Residential Building Solutions LTD
21 Clifton Avenue
Stanmore
HA7 2HR

Application Ref: **2018/2221/P**

13 November 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:
21 Canfield Place
London
NW6 3BT

Proposal:
Conversion of single family dwelling into one studio flat and one 2 bed duplex flat.
Drawing Nos: 21CP/P200 REVC and Planning Statement commission by Residential Building Solutions no date.

DECISION
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: 21CP/P200 REVC and Planning Statement commission by Residential Building Solutions no date.

Reason:

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

Informative(s):

- 1 Reasons for granting permission.

The proposal relates to the conversion of the existing garage and the subdivision of the 3-bed dwelling house to form 1 x studio at ground floor level and 1 x 2 bed flats.

The Technical Housing Standards – Nationally Described Space Standard (2015) document specifies a minimum GIA (Gross Internal Area) of 39sq. m for a 1bed (1bed space) unit, and 79sqm for a two-storey 2 bed (2 bed space) unit. The proposed units would have GIAs of approximately 59.4 and 95.6 sq. m (including first floor terrace) respectively. The proposed studio and 2bed self-contained flats would also all exceed the minimum space standard of 11.5sqm for double occupancy bedrooms and more than 75% of the GIA of the units would have a minimum internal height of 2.3m. Each of the units would provide an acceptable quality of accommodation in terms of access to daylight and sunlight, with the proposed 2Bed unit would be dual aspect. Given the above assessment, the proposal represents a good quality of accommodation.

The proposal has been revised to retain the existing garage doors with fanlights above and the proposed ground floor window would be retained following officers comment. Therefore, the alterations proposed to the fenestration treatment would not impact on the character, appearance of the host building and wider area.

Given the internal nature of the alterations and continued residential use of the subdivided property the conversion would result in some intensification of the site and the proposal would not result in undue harm to the amenity of the neighbouring properties.

Due to the constraints of the site there are no opportunities for on-site communal cycle storage. However, the large size of the units would allow for internal cycle storage, which is considered to be acceptable in this context.

The applicant confirmed that he is currently living at the property and will remain in the upstairs flat once the works of conversion are completed. As such, the proposed studio would be 'car free development' restricting parking permit for future occupiers through a S106 agreement.

The waste storage arrangements are considered to be acceptable and would maintain the existing arrangement, with adequate storage space to the front of the property.

No comments were received following public consultation on the scheme. The planning history of the site and surrounding area has been considered when determining this application.

As such, the proposed development is in general accordance with policies A1, D1, H1, T1 and T2 of the London Borough of Camden Local Plan 2017, The London Plan (2016), Technical Housing Standards - Nationally Described Space Standard (2015); and the National Planning Policy Framework (2018).

- 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 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 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

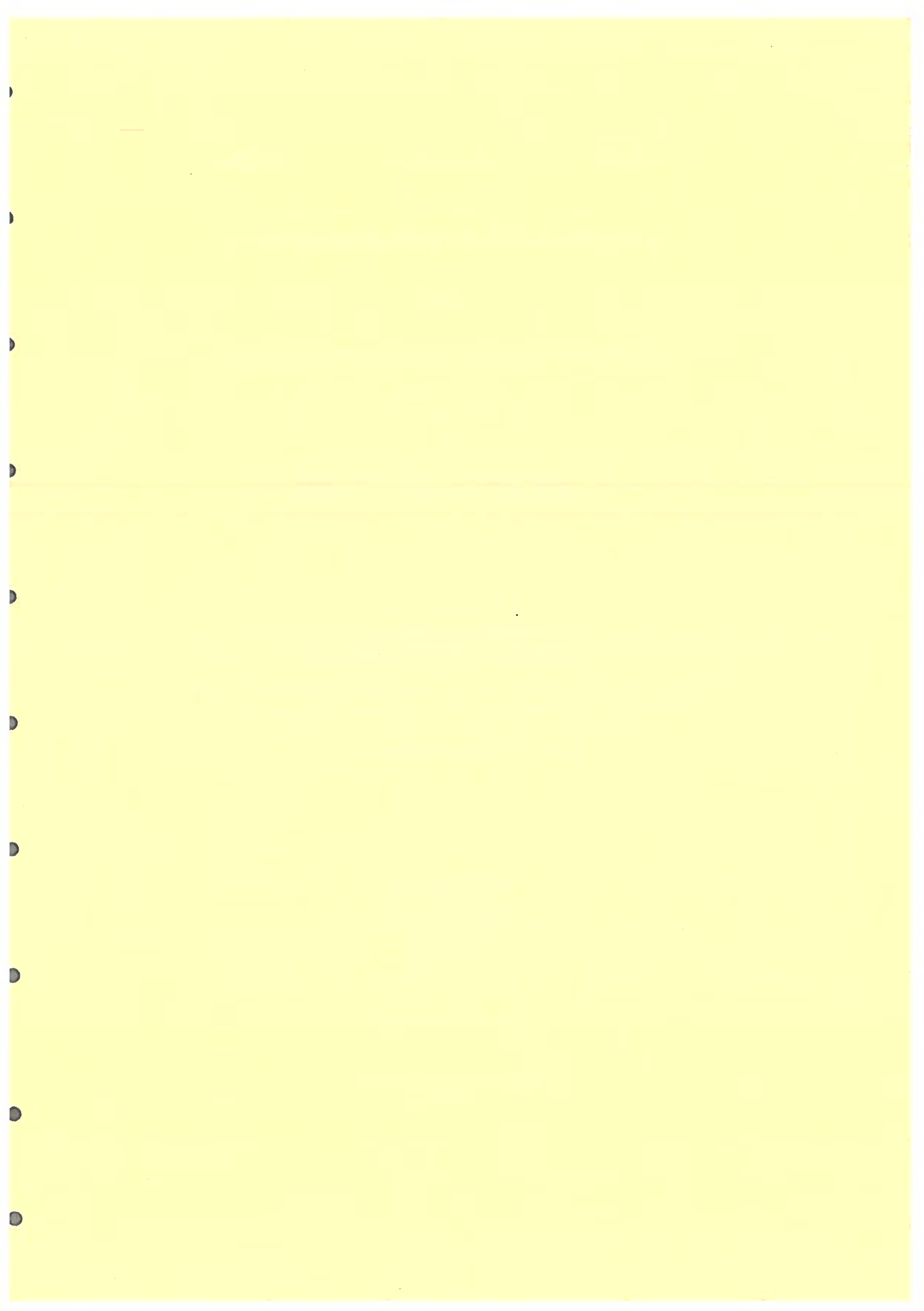
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION



DATED 22 January

2017~~8~~9

(1) TERENCE WALKER AND MARY CHRISTINE WALKER

and

(2) ANDREW KASRIEL AND ANDREW KOLESNIKOV

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
21 CANFIELD PLACE LONDON NW6 3BT
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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