

DATED

2 August

2019

**(1) SALLY ELIZABETH DORMER AND ANDREW GIST MOODY**

and

**(2) SANTANDER UK PLC**

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

**35 LEIGHTON ROAD LONDON NW5 2QG**

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;

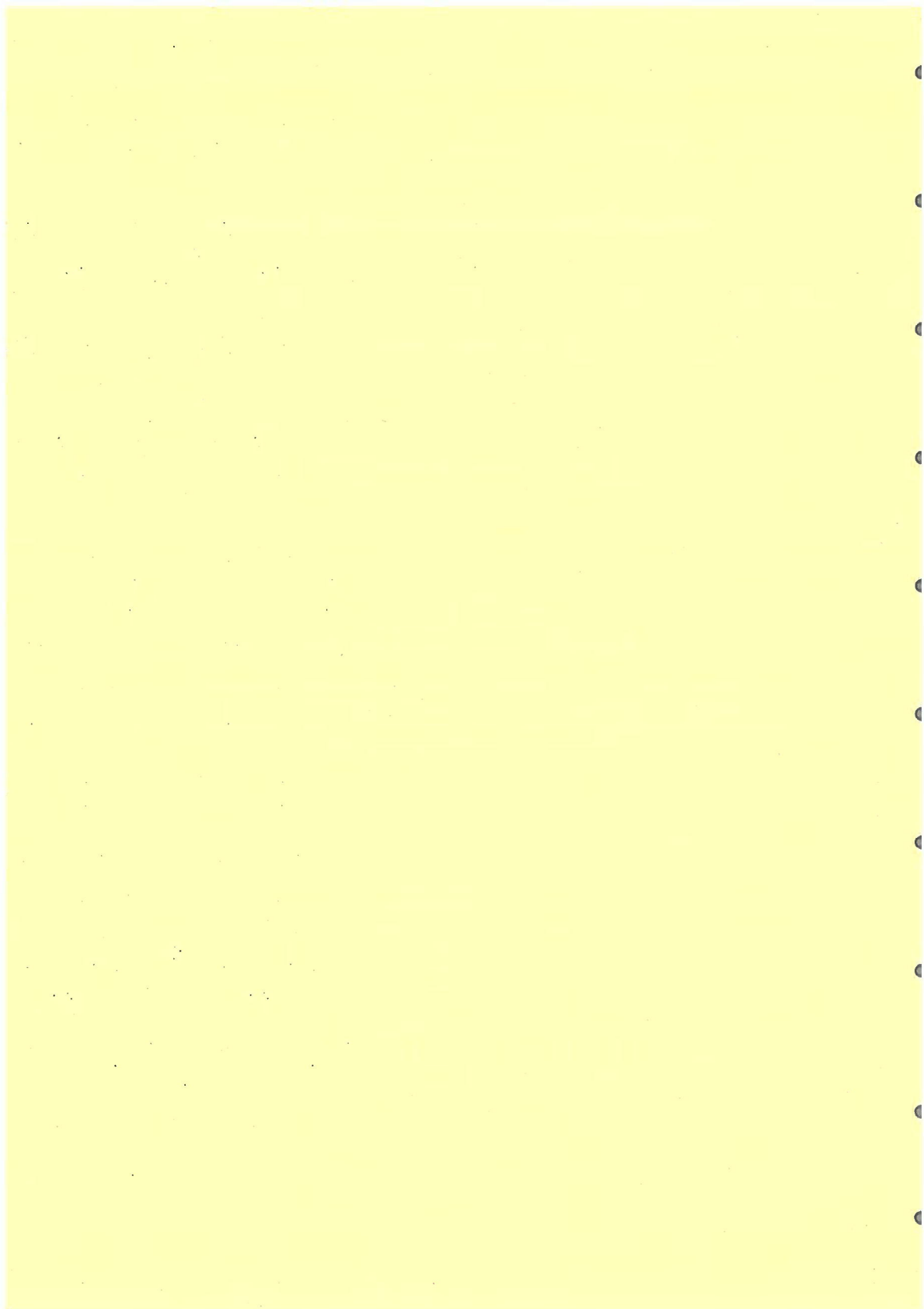
Section 111 of the Local Government Act 1972; Section 1(1) of the Localism Act 2011; and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 5826

CLS/COM/LN/1800.1123  
s106 FINAL



**THIS AGREEMENT** is made the 2<sup>nd</sup> day of August 2019

**BETWEEN:**

- A. **SALLY ELIZABETH DORMER** and **ANDREW GIST MOODY** of 35 Leighton Road, London NW5 2QE (hereinafter called "the Owner") of the first part
- B. **SANTANDER UK PLC** (Co. Regn. No. 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN (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 NGL181720 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 The Council previously granted the First Planning Permission.
- 1.4 A further Planning Application for the development of the Property was submitted to the Council and validated on 28 January 2019 and the Council resolved to grant permission conditionally under reference number 2019/0510/P subject to the conclusion of this legal Agreement.
- 1.5 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.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL181720 and dated 28 August 2003 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 rear garden room to rear of dwelling house (class C3) as shown on drawing numbers:- Site Location Plan, 1816 1000 2, 1816 1001 2, 1816 1002 1, 1816 2000 1, 1816 2001 1, 1816 3000 3, Typical Section Detail and Bauder General Maintenance: Green Roof Extensive Systems
2.4	"the Implementation Date"	the date of implementation of either the First Planning Permission or the Second Planning Permission 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 First Planning Permission"	the planning permission granted by the Council on under reference number 2016/2235/P allowing the erection of rear conservatory and pergola as shown on drawing numbers: Site Location Plan (Ref. 0731 0001); 1603 2000; 1603 1001; 1603 2001 Rev 1; 1603 2002 Rev 2; 1603 1000 Rev 1; Design and Access Statement

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 28 January 2019 for which a resolution to grant permission has been passed conditionally under reference number 2019/0510/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 Property"	the land known as 35 Leighton Road, NW5 2QG the same as shown outlined red on the plan annexed hereto
2.11	"the Second Planning Permission"	the planning permission granted under reference number 2019/0510/P for the Development substantially in the draft form annexed hereto
2.12	"Short Term Let"	the use of the Development as temporary sleeping accommodation for a period of ninety days or less in a calendar year in accordance with Section 44 of the Deregulation Act 2015

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 the provisions of all clauses in this Agreement shall come into effect on the date hereof.
- 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **THE FIRST PLANNING PERMISSION**

- 4.1.1 Not to Implement or permit Implementation of the First Planning Permission in the event that the Second Planning Permission is Implemented.
- 4.1.2 Not to Implement or Permit Implementation of the Second Planning Permission in the event that the First Planning Permission is Implemented.

4.2 **SHORT TERM LETTING**

- 4.2.1 The Development shall not be used for any purpose other than ancillary use to the Property and in particular shall not be used for any purpose relating to Short Term Lets.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) the Development at any time as a Short Term Let.

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 First Planning Permission or the Second 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 planning reference 2019/0510/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 2019/0510/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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2019/0510/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.
- 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. **JOINT AND SEVERAL LIABILITY**

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

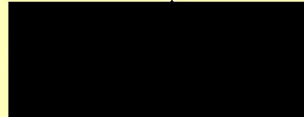
9. **RIGHTS OF THIRD PARTIES**

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  
SALLY ELIZABETH DORMER  
in the presence of:**

)  
)  
)



.....  
**Witness Signature**

**Witness Name:**

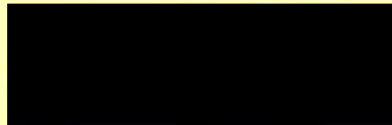
**Address:**

**Occupation:**

*Pippa Bowden  
26 Heath Hurst Road,  
London NW3 2EX  
Lawyer*

**EXECUTED AS A DEED BY  
ANDREW GIST MOODY  
in the presence of:**

)  
)  
)



.....  
**Witness Signature**

**Witness Name:**

**Address:**

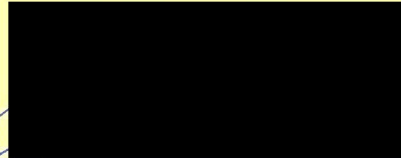
**Occupation:**

*Stefanie Krause  
60 Swans Hope  
Loughton IG10 2NB  
Personal Assistant*

**THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO  
35 LEIGHTON ROAD LONDON NW5 2QG**

**EXECUTED AS A DEED BY  
SANTANDER UK PLC  
by  
in the presence of:-**

)  
)  
) David Harrison  
) Service Advisor  
) Deeds Services  
)  
) By authority of the Board of Directors  
) Santander UK plc  
.....

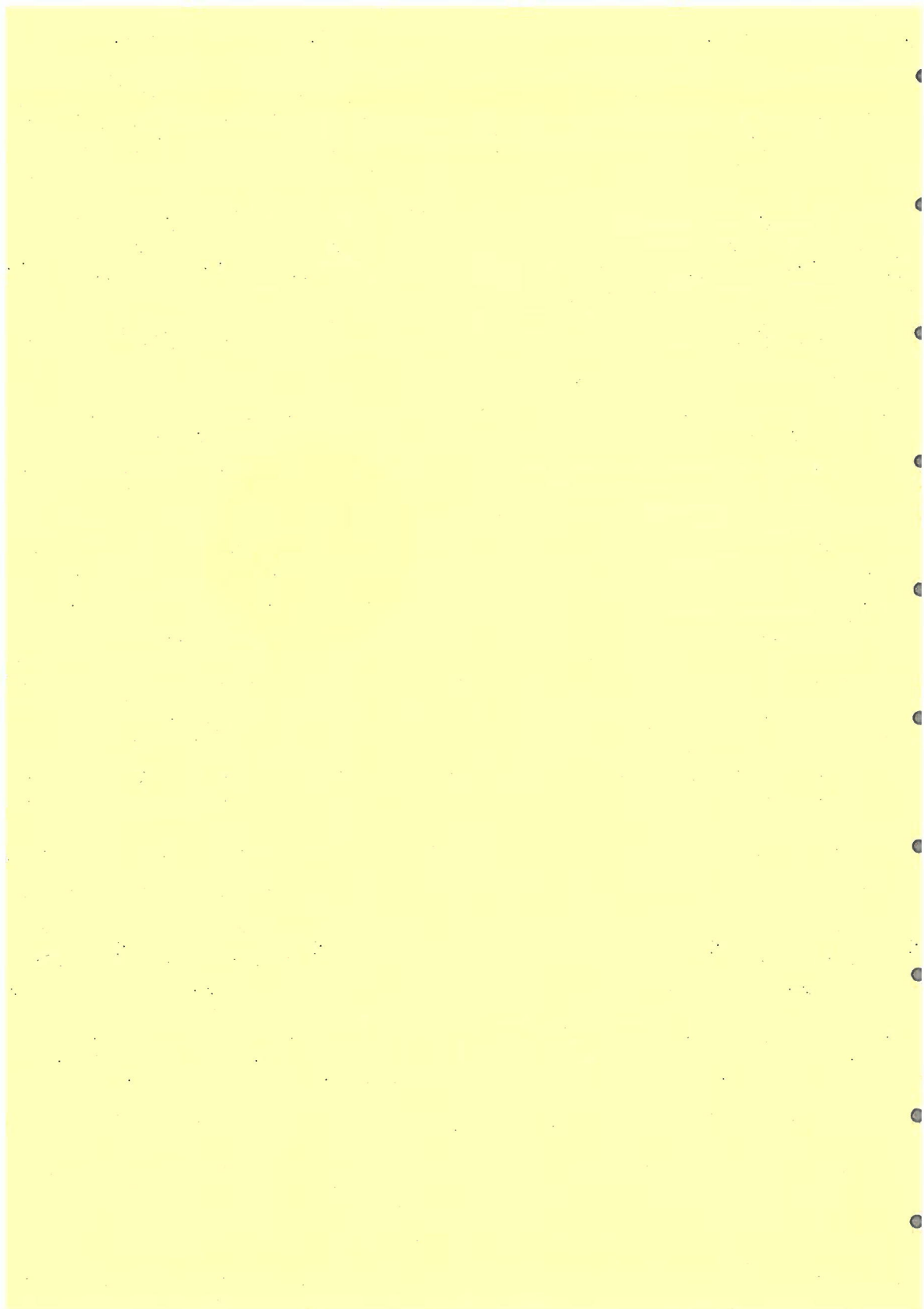


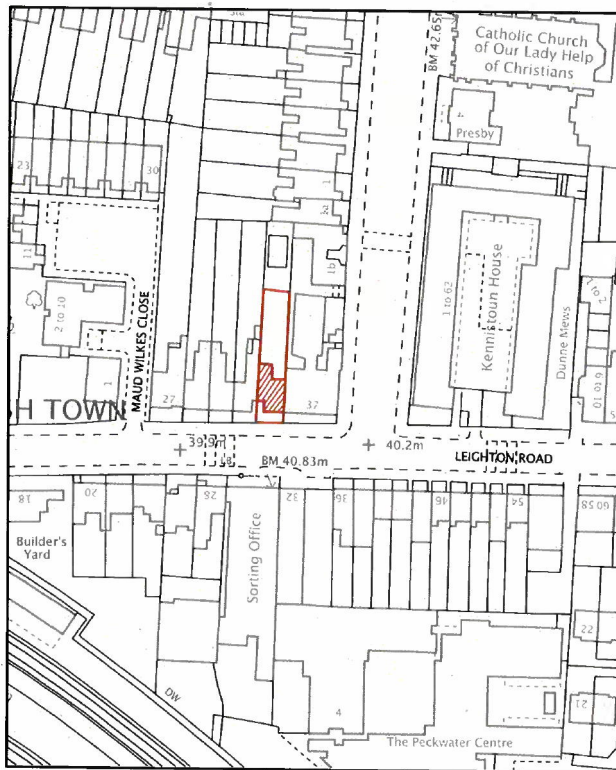
**THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )**



.....  
**Authorised Signatory**







Scale 1:1250



Notes:  
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 All information is subject to statutory consents, rights of light and survey.  
 Do not scale from drawings - Use figured dimensions only and verify on site.

Rev	Date	Des.	Description
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Gregori Chiarotti

Gregori Chiarotti Architects  
 United House, North Road, London N1 9DP  
 Telephone: +44 (0)20 7691 3522  
 Facsimile: +44 (0)20 7691 3523  
 E-mail: g@gregorichiarotti.com

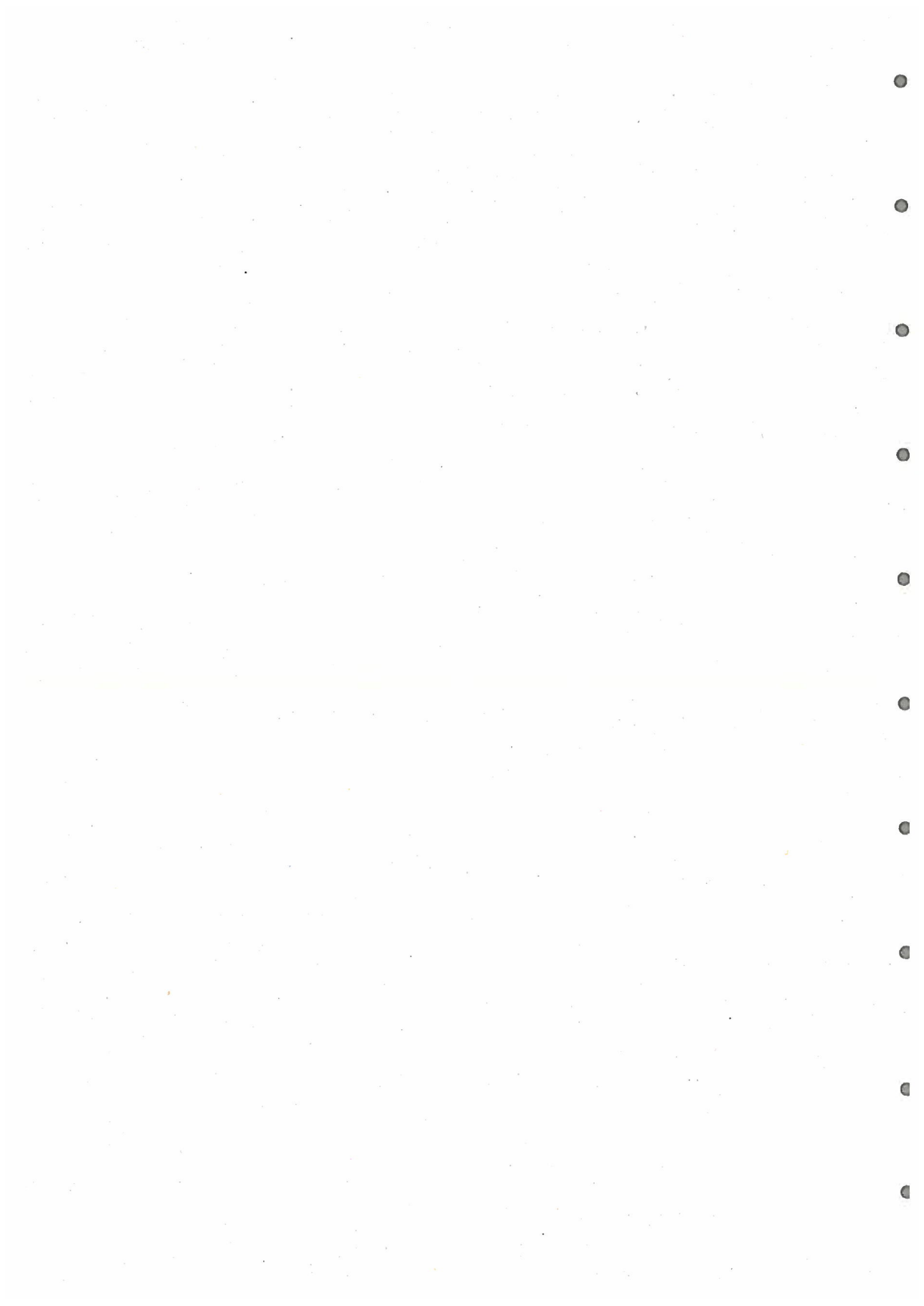
Client:  
 Mr Moody & Ms Dormer

Project:  
 35 Leighton Road  
 London  
 NWS 20G

Status:  
 FOR INFORMATION

Drawing:  
 Location Plan

Scale:	Date:	Des. by:	Chd. by:
1:1250 @ A4	Nov 2007		
Project No.:	Drawing No.:	Revision:	
0731	0001	0	





**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Gregori Chiarotti Projects  
United House  
North Road  
N7 9DP  
United Kingdom

Application Ref: **2019/0510/P**

10 June 2019

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:  
**35 Leighton Road**  
**London**  
**NW5 2QG**

**DECISION**  
Proposal:  
Erection of rear garden room to rear of dwelling house (class C3).  
Drawing Nos: Site Location Plan, 1816 1000 2, 1816 1001 2, 1816 1002 1, 1816 2000 1,  
1816 2001 1, 1816 3000 3, Typical Section Detail and Bauder General Maintenance:  
Green Roof Extensive Systems.

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 Site Location Plan, 1816 1000 2, 1816 1001 2, 1816 1002 1, 1816 2000 1, 1816 2001 1, 1816 3000 3, Typical Section Detail and Bauder General Maintenance: Green Roof Extensive Systems.

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

- 4 The ancillary accommodation hereby approved shall only be used for purposes incidental to the residential use of 35 Leighton Road and shall not be used as a separate independent dwelling.

Reason: To ensure that the future occupation of the outbuilding does not adversely affect the amenity of immediate area by reason of noise, traffic congestion and excessive on-street parking, in accordance with policy A1, A4 and T2 of the London Borough of Camden Local Plan 2017.

- 5 The living roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies G1, CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

**Informative(s):**

- 1 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).



2 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.

3 Reasons for granting permission.

The host property is a single family dwelling within the Kentish Town Conservation Area which benefits from a rear garden which extends approximately 15m from main house to rear boundary x 6m in width.

The proposed garden room would be built at the rear of the garden against the boundary wall with rendered brick walls and biodiverse roof incorporating small roof-light fitted flush with the roof, and glazed aluminium framed sliding doors facing back towards the house. Internal blinds shall be fitted above the glazed doors and to the roof-light.

The garden room would be 2.7m in height and 4.5m in width. The depth varies due to the curve of the rear boundary wall. At its deepest, it would be 4.5m, at the narrowest point it would be 2.7m.

Also included with the proposal is a small storage shed, to be positioned adjacent to the garden room, measuring approximately 2.2m height x 1.2m width x (varying depth 1.5 - 2m). The shed shall be set in from the property boundaries to provide a wildlife corridor to promote sustainability.

A previously approved scheme on this site ref: 2016/2235/P, for; "Erection of rear conservatory and pergola", was a concern during the assessment of this application due to potential over development of the rear garden. However any approval for the current scheme will be subject to a Section 106 Legal Agreement preventing implementation of both schemes, i.e.) implementation of one or other scheme will be acceptable but not both.

This development does not include the loss or damage to any existing trees on site or within neighbouring properties.

Due to its location, height, mass and bulk, the erection of the garden room is not considered to cause harm to the character and appearance of the host property, the wider conservation area or the amenity of neighbouring occupiers.

No objections were received prior to the determination of this application. 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 A1 and D1 of the Camden Local Plan 2017, Policy D3, D4, GO3 of the Kentish Town Neighbourhood Plan 2016 and The Kentish Town Conservation Area appraisal and management strategy 2011. The proposed development also accords with The London Plan 2017, and the National Planning Policy Framework 2019.

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.

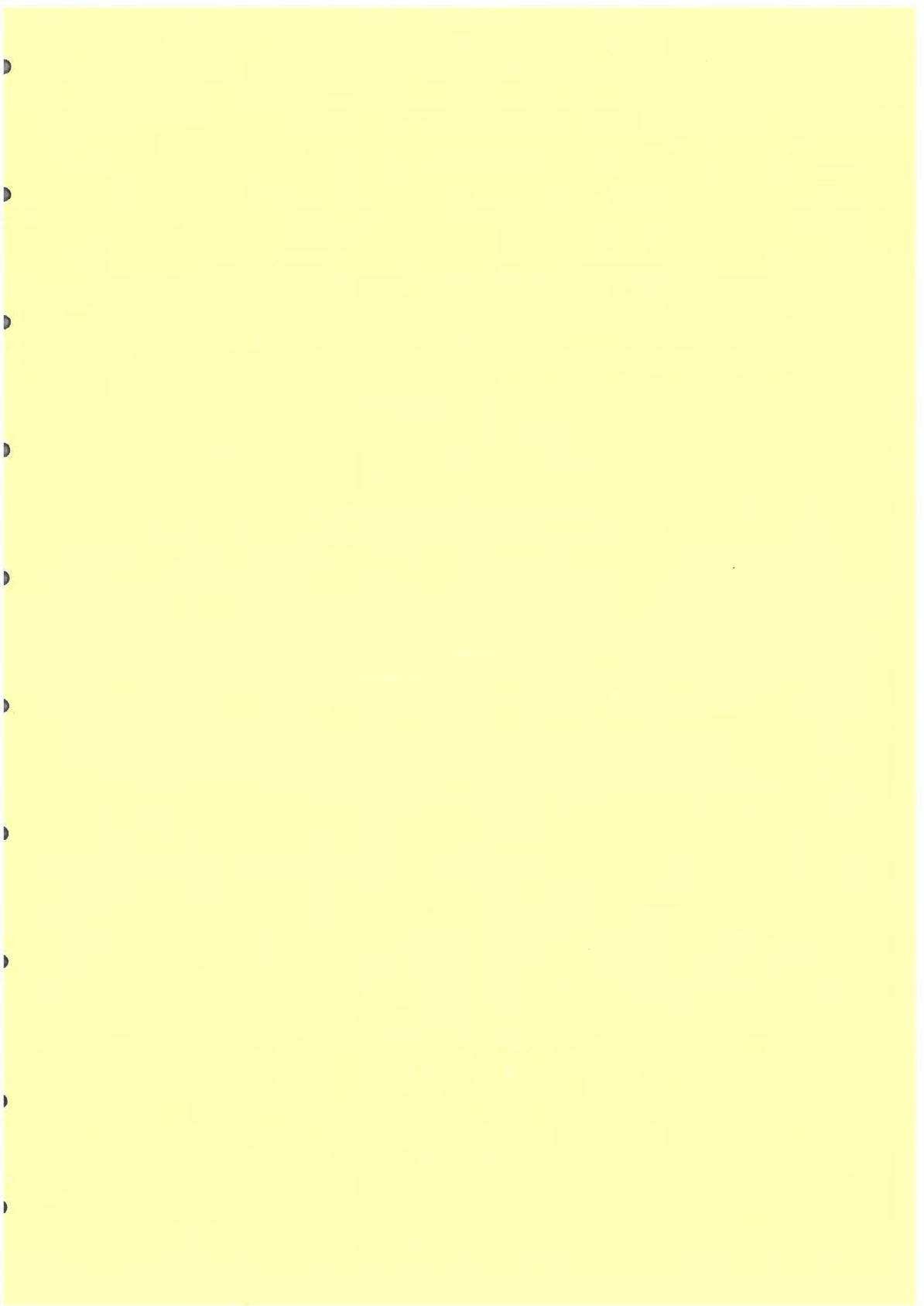
Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**

Executive Director Supporting Communities



DATED 2 August

2019

**(1) SALLY ELIZABETH DORMER AND ANDREW GIST MOODY**

and

**(2) SANTANDER UK PLC**

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

**35 LEIGHTON ROAD LONDON NW5 2QG**

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; Section 1(1) of the Localism Act 2011; and  
Section 278 of the Highways Act 1980

Andrew Maughan  
Head of Legal Services  
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