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DATED 25 August 2020

(1) ALAN SAMUEL MUIR GRASSE  
and  
(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**AGREEMENT**  
relating to land known as  
**1 MENELIK ROAD, LONDON NW2 3RS**  
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/1800.1518  
S106 FINAL



**THIS AGREEMENT** is made the 25<sup>th</sup> day of August 2020

**B E T W E E N:**

- A. **ALAN SAMUEL MUIR GRASSE** of 1 Menelik Road, London NW2 3RS (hereinafter called "the Owner") of the first part
  
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL155641.
  
- 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 25 February 2020 and the Council resolved to grant permission conditionally under reference number 2019/6437/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 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.
  
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Development"	conversion of a single dwelling house into two self-contained flats (1x 3 Bed and 1x 2 Bed), erection of a single storey/ <sup>side and</sup> rear extension at ground floor, installation of a roof terrace <sup>at</sup> first floor/ <sup>level</sup> and a rear dormer window at roof level as shown on drawing numbers:- Design and Access Statement, Location Plan, 01 REV: 07, 02 REV: 07, 03 REV: 07, 04 REV: 07, 05 REV: 07, 06 REV: 07, 07 REV: 07 and 08 REV: 03
2.4	<del>"the Existing Occupiers"</del>	<del>ALAN SAMUEL MUIR GRASSE and MARY GRASSE of 1 Menelik Road LONDON NW2 3RS</del>
2.5	"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
2.6	"the Nominated Unit"	the ground floor 2 bed unit forming part of the Development as shown on drawing number 01 rev 7
2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"the Parties"	mean the Council and the Owner
2.9	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 25 February 2020 for which a resolution to grant permission has been passed conditionally under reference number 2019/6437/P subject to conclusion of this Agreement
2.10	"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
2.11	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.12	"the Property"	the land known as 1 Menelik Road, London NW2 3RS the same as shown shaded grey on the plan annexed hereto
2.13	"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
2.14	"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 of interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 capped" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

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The Owner hereby covenants with the Council as follows:-

4.1 **CAR CAPPED**

- 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:
- (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) 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).

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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.

**4.2 EXEMPTION FROM CAR CAPPED REQUIREMENT**

4.2.1 The restrictions in Clause 4.1.1 and 4.1.2 of this Agreement shall not apply to the Nominated Unit for the period of time that the Existing Occupiers can demonstrate the following to the Council's reasonable satisfaction:-

- a. that the Existing Occupiers have returned to Occupy the Nominated Unit as their primary home following completion of the Development; and
- b. that all utility bills, Council Tax invoices and bank statements are addressed to the Existing Occupiers at the Nominated Unit.

4.2.2 The Parties acknowledge that the Nominated Unit shall only be exempt from the obligations contained in clause 4.1 while the Existing Occupiers are in Occupation of the Nominated Unit.

4.2.3 The Owner shall give written notice to the Council when the Existing Occupiers are no longer in Occupation of the Nominated Unit.

**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.

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- 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 2019/6437/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.

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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 2019/6437/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.



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- 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. **RIGHTS OF THIRD PARTIES**

- 7.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 1 MENELIK ROAD,  
LONDON NW2 3RS

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and  
the Owner has executed this instrument as its Deed the day and year first before written

EXECUTED AS A DEED BY  
ALAN SAMUEL MUIR GRASSE  
in the presence of:

)  
)  
)



.....  
Witness Signature



Witness Name:

MRS MARY MARGARET GRASSE

Address:

1 MENELIK ROAD LONDON  
NW2 3RS

Occupation:

RETIRED

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

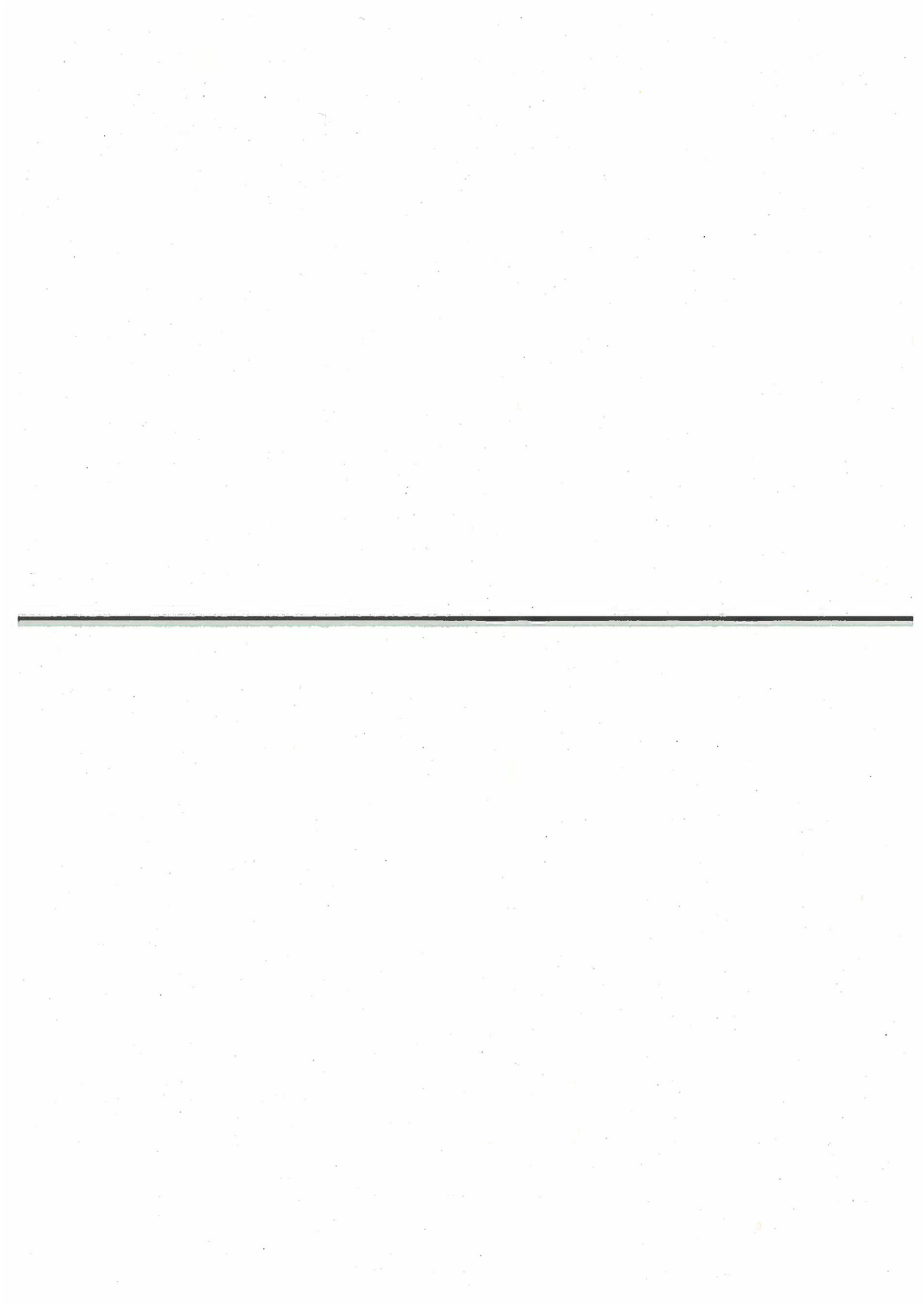


.....  
Authorised Signatory

# NORTHGATE SE GIS Print Template



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Application ref: 2019/6437/P  
Contact:  
Tel: 020 7974  
Date: 10 July 2020

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

Phone: 020 7974 4444

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

Nikasa Desgin & Build  
office e 207 Belfour House  
741 High Rd  
North Finchley  
London  
N12 0BP

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:  
**1 Menelik Road**  
London  
**NW2 3RS**

**PROPOSAL**  
Proposal:

Conversion of a single dwelling house into two self-contained flats (1x 3 Bed and 1x 2 Bed), erection of a single storey side and rear extension at ground floor, installation of a roof terrace at first floor level and a rear dormer window at roof level.

Drawing Nos: Design and Access Statement, Location Plan, 01 REV: 07, 02 REV: 07, 03 REV: 07, 04 REV: 07, 05 REV: 07, 06 REV: 07, 07 REV: 07 and 08 REV: 03

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 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:

Drawing Nos: Design and Access Statement, Location Plan, 01 REV: 07, 02 REV: 07, 03 REV: 07, 04 REV: 07, 05 REV: 07, 06 REV: 07, 07 REV: 07 and 08 REV: 03 (Last received 01/07/2020)

Reason:

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

- 4 ~~Notwithstanding the approved drawings and before the development commences, details of secure and covered cycle storage area for 4 bicycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.~~

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

- 5 The roof of the ground floor extension, except the first floor roof terrace hereby permitted, shall not be used as a roof terrace and access to this area shall be for maintenance purposes only.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

- 6 Before the relevant part of the work is begun, detailed drawings in respect of the following, shall be submitted to and approved in writing by the local planning authority:

- a) Details including sections at 1:10 of all new external windows and doors (including jambs, head and sill); and

- b) Typical details of new metal railing and full height side kick at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth.

The relevant part of the works shall be carried out in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the London Borough of Camden Local Plan 2017.

- 7 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC1, CC2 and CC3 of the Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission:

The application site contains a two-storey semi-detached single family dwellinghouse. It is not located in a conservation area nor is it listed. The proposal includes the conversion of the single family dwellinghouse into two self-contained flats (1x 3-bed and 1x 2-bed), erection of a single storey side and rear extension at ground floor, installation of a rear roof terrace with metal railings at first floor level and a rear dormer window at roof level.

The conversion of the 6-bedroom dwellinghouse into 2x flats with the first and second floor flat being a 3-bedroom unit and the ground floor flat being a 2-bedroom unit; both of which are high priority in accordance with the Local Plan. Both dwellings would meet the London Plan minimum floorspace standards and nationally described space standard.

In accordance with Policy T2, the units would be secured to be car-capped for returning residents at the ground floor flat and car-free by section 106 legal agreement (s106). The number of car parking spaces on-site are also reduced to two. The submitted plans indicate that 2x bicycles for the ground flat could be stored in the garage and a lockable and enclosed bike storage for 2x bicycles would be provided for the first floor flat in the front garden behind the existing boundary wall. A notwithstanding condition would be attached to secure the provision of 4x long-stay cycle parking spaces.

The proposed rear and side ground floor extension would be full-width with a maximum depth of 4m from the rear elevation and a break at approximately half-width. The extension would be 3m high with a flat roof and a single aluminium rooflight which would allow additional light into the kitchen. The external walls of the extension would have white render to match the existing and the design is in keeping with the appearance of the existing building. It is observed that properties along this section of Menelik Road are stepped back gradually and the adjacent 3 Menelik Road has an existing rear extension on the western side. The proposed rear extension would only be 1m deeper than No. 3's rear extension. Due to this arrangement, it is considered that the impact on neighbouring amenities such as

overshadowing and overlooking would be minimal. A condition would be attached to prevent the roof of the ground floor extension, except the proposed roof terrace, from being used as a terrace to prevent unreasonable overlooking of neighbouring premises.

The size and design of the proposed rear roof dormer window is smaller than that of No. 3, is in line with relevant guidance within the CPG (Design), and would be an subservient addition. The design and material of the dormer is considered in keeping with the appearance of the existing building. There would be minimal impact on neighbouring amenities due to the location, size and orientation of the dormer window.

The proposed roof terrace sits on top of the rear extension and could be accessed from the living area of the first floor flat and act as the flat's only outdoor amenity space. The cill of 2x first floor rear windows would be lowered to form a glazed double door into the terrace. The terrace would be small at 6.8 sqm and located at the rear of the property. It would have 1.1m high metal railings and be chamfered on the corner to minimise potential impact on neighbouring amenities such as overlooking. It is not considered to adversely impact the character and appearance of the local area and host building. A condition is attached for details of the metal railing and external windows and doors.

- 2 One objection was received regarding the conversion of the single family dwellinghouse into 2x flats would create additional noise for neighbours. It is not consider than the creation of an additional household would materially increase noise and general disturbance over and above the existing situation. The planning and appeal 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 D1, D2, H6, H7, T1, T2 and A1 of the Camden Local Plan 2017; and policy 2, 3 and 8 of the Fortune Green & West Hampstead Neighbourhood Plan. The development also accords with the NPPF and the London Plan 2016.

- 3 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 4 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).
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at



<https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319>  
or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 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

