

DATED

10<sup>th</sup> August

2022

**(1) ANTHONY CROSLAND MEDAWAR**

and

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

**AGREEMENT**

relating to land known as

**24 FITZJOHN'S AVENUE LONDON NW3 5NB**

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  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

G:\case files\culture & env\planning\NF\s106 Agreements\24 Fitzjohn's Avenue (CF)  
CLS/COM/NF/1800.2173  
SECTION 106 FINAL

THIS AGREEMENT is made the

10<sup>th</sup>

day of

August

2022

**BETWEEN:**

- A. **ANTHONY CROSLAND MEDAWAR** of 33 Griffiths Road, London SW19 1SP (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 25272.
- 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 13 July 2021 and the Council resolved to grant permission conditionally under reference number 2021/3401/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"	change of use of the existing 4 bed flat at 3rd and loft floors to provide a 3 bed flat and a 2 bed flat, the erection of an extension to infill the valley roof and installation of two rear dormers, a rear rooflight, replacement french doors and balustrades to form a roof terrace at rear third floor level as shown on drawing numbers:- SPP-00; SPP-01; SPP-02; SPP-03; SPP-04 ; SPP-05; SPP-06; SPP-07; SPP-08; SPP-09; SPP-10; SPP-11; PP-08B; PP-09B; PP-10B; PP-11B; PP-12B; PP-13B; PP-14B; Design and Access Statement dated July 2021 by design team
2.4	"the Existing Occupiers"	Guy Medawar and Megan Claydon
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	"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 13 July 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/3401/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 24 Fitzjohn's Avenue, London NW3 5NB 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 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 free" housing in accordance with Clause 4.1 and 4.2 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 any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

#### **4.2 EXEMPTION FROM CAR FREE REQUIREMENT**

- 4.2.1 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit number (as issued and agreed by the Council's Street Name and Numbering Department) of the unit forming part of the Development ("the Specified Unit") that in the Owner's opinion is affected by obligations in this Clause 4.2.
- 4.2.2 The restrictions in Clause 4.1.1 and 4.1.2 of this Agreement shall not apply to the Specified Unit within the Development for the period of time that the Existing Occupiers can demonstrate the following to the Council's reasonable satisfaction:-  
that the Existing Occupiers have returned to Occupy the Specified Unit as their primary home following completion of the Development; and that all utility bills, Council Tax invoices and bank statements are addressed to the Existing Occupiers at the Specified Unit.
- 4.2.3 The Parties acknowledge that the Specified Unit shall only be exempt from the obligations contained in clause 4.1 while the Existing Occupiers are in Occupation of the Specified Unit.
- 4.2.4 The Owner shall give written notice to the Council when the Existing Occupiers are no longer in Occupation of the Specified 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.
- 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 2021/3401/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 2021/3401/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. 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 RELATING TO 24 FITZJOHN'S  
AVENUE

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  
ANTHONY CROSLAND MEDAWAR  
in the presence of:

)  
)  
)



Witness Signature

Witness Name: James Simmons

Address:

Occupation: Solicitor

Ashworths  
Solicitors  
The Old Exchange  
12 Compton Road  
Wimbledon  
London SW19 7QD  
Tel: 0845 370 1000  
Fax: 0845 370 1001  
DX: 300112 Wimbledon Central

**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 24 FITZJOHN'S  
AVENUE**

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

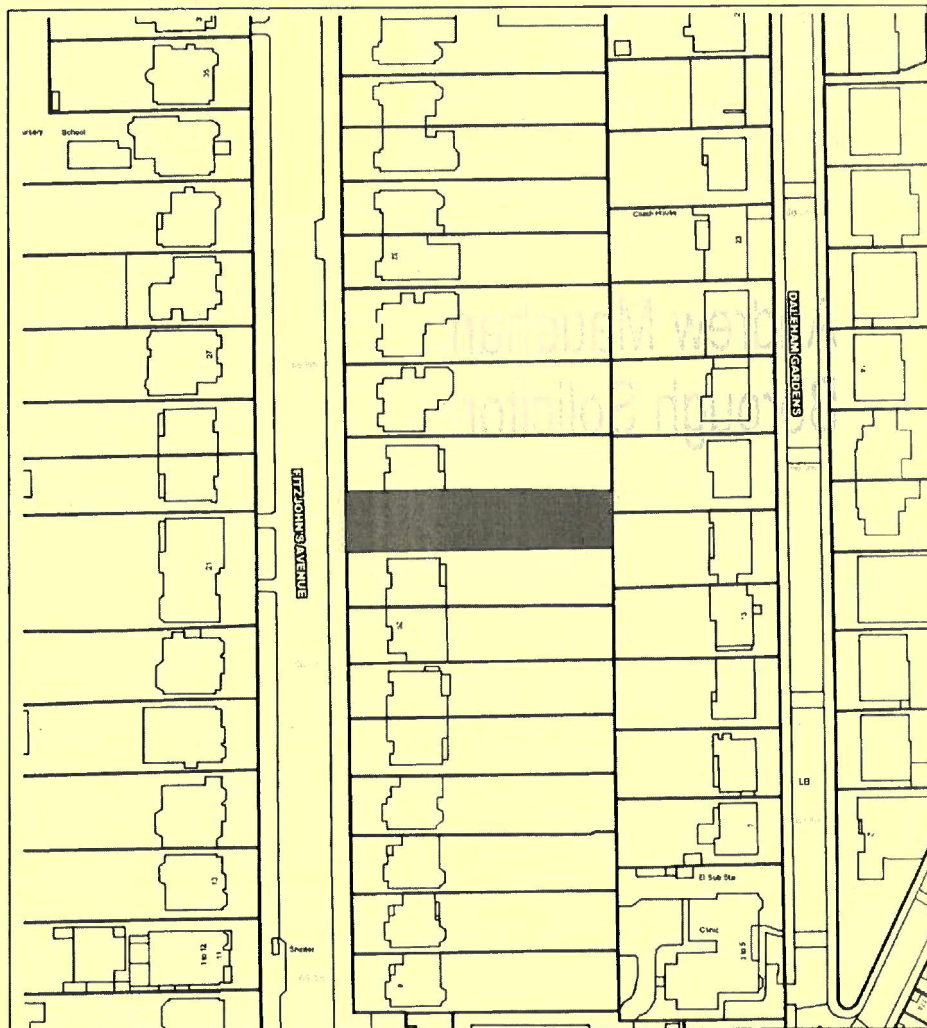


.....  
**Authorised Signatory**

**Andrew Maughan  
Borough Solicitor**

PLAN

24 FITZJOHN'S AVENUE



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Application ref: 2021/3401/P  
Contact:  
Tel: 020 7974  
Date: 19 April 2022

**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)

Design Team  
342 Clapham Road  
London  
SW9 9AJ

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:  
**24 Fitzjohn's Avenue**  
**London**  
**NW3 5NB**

**PROPOSAL**  
Proposal:

Change of use of existing 4 bed flat at 3<sup>rd</sup> and loft floors to provide a 3 bed flat and a 2 bed flat, the erection of an extension to infill the valley roof and installation of two rear dormers, a rear rooflight, replacement french doors and balustrades to form a roof terrace at rear third floor level.

Drawing Nos: SPP-00; SPP-01; SPP-02; SPP-03; SPP-04 ; SPP-05; SPP-06; SPP-07; SPP-08; SPP-09; SPP-10; SPP-11; PP-08B; PP-09B; PP-10B; PP-11B; PP-12B; PP-13B; PP-14B; Design and Access Statement dated July 2021 by design team

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 The development hereby permitted shall be carried out in accordance with the following approved plans-  
SPP-00; SPP-01; SPP-02; SPP-03; SPP-04 ; SPP-05; SPP-06; SPP-07; SPP-08; SPP-09; SPP-10; SPP-11; PP-08B; PP-09B; PP-10B; PP-11A; PP-12B; ; PP-13B; PP-14B; Design and Access Statement dated July 2021 by designteam

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

- 3 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.

- 4 Before the relevant part of the work is begun, detailed drawings, including sections at 1:10, of the french doors shall be submitted to and approved in writing by the local planning authority. 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Before the development commences, details of a secure and covered cycle storage area for 4 cycles 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 the new unit 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.

Informative(s):

- 1 Reasons for granting permission-



The proposal would not result in the loss of any residential floorspace. The change of from a 4 bed flat to provide a 3 bed 4p flat on 3rd floor and a 2 bed 4p flat in the loft would create a variety of flat sizes that are both high priority and would meet the Council's dwelling size priorities as set out in policy H7. The proposed residential floor area of the third floor flat would be 100sqm and the loft flat would be 79.9sqm which would exceed the minimum size standards for 2 and 3 bed flats. The flat at 3rd floor level would have access to a newly created balcony at the rear. It is noted that proposed loft flat would not have access to any private outdoor amenity space. However it is considered that the proposed units would have sufficient floorspace, an adequate layout and acceptable access to natural light and ventilation and as a result would provide a good standard of habitable accommodation.

The infilling of the valley roof would be set back from the side and, due to the nature of the side gap, would be barely visible from private vantage points and would not be visible from the streetscene. The roof and rear dormers would be clad in traditional slate, which is considered acceptable. It is considered that the partial infilling of the roof would not harm the character and appearance of the building and the conservation area. The immediate surrounding area shows that many neighbouring properties have a variety of dormers of different scale and sizes. The proposed 2 dormers and one roof light would be limited to the rear and are of a modest scale and an appropriate number and location, therefore would not harm the character and appearance of the property and conservation area.

The proposal would include the installation of new French doors at 3rd floor and iron railings with parapet on the existing bay in order to create a roof terrace. The railings would be set back to ensure the pitched roof on the existing bay is retained, similar to neighbouring properties. As a result, it is considered that the terrace would not harm the character and appearance of the host building or conservation area. Additionally, a condition will be attached to provide details of the doors, to ensure that they are appropriately designed.

It is considered that the proposed works will not harm the amenity of any adjoining residential occupiers in terms of loss of light, privacy or outlook. The proposed terrace due to its small size would not impact upon neighbouring properties in terms of noise or privacy.

All residential redevelopments, are required to be car-free in accordance with Policy T2 of the Local Plan to comply with the Council's policies for sustainable transport and mitigating against climate change. A legal agreement is therefore needed to ensure that future occupiers are prevented from obtaining on-street parking permits. Furthermore, the proposal is required to provide 4 long-stay cycle parking spaces in accordance with Policy T1. A condition is attached accordingly.

The proposal is considered to preserve the character and appearance of the conservation area. 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 Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act 2013.

No objections have been received prior to making this decision. 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 A1, H3, H7, T1, T2, D1 and D2 of the Camden Local Plan 2017. The proposed development also accords with policies of the London Plan 2021 and of the National Planning Policy Framework 2021.

- 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 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, 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 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at [www.camden.gov.uk](http://www.camden.gov.uk)) 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.

- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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