

DATED 22 November 2018

(1) LARRY GLENN LIPMAN

and

(2) INVESTEC BANK (CHANNEL ISLANDS) LIMITED

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

100, 102 and 104 Fortune Green Road, London NW6 1DS

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

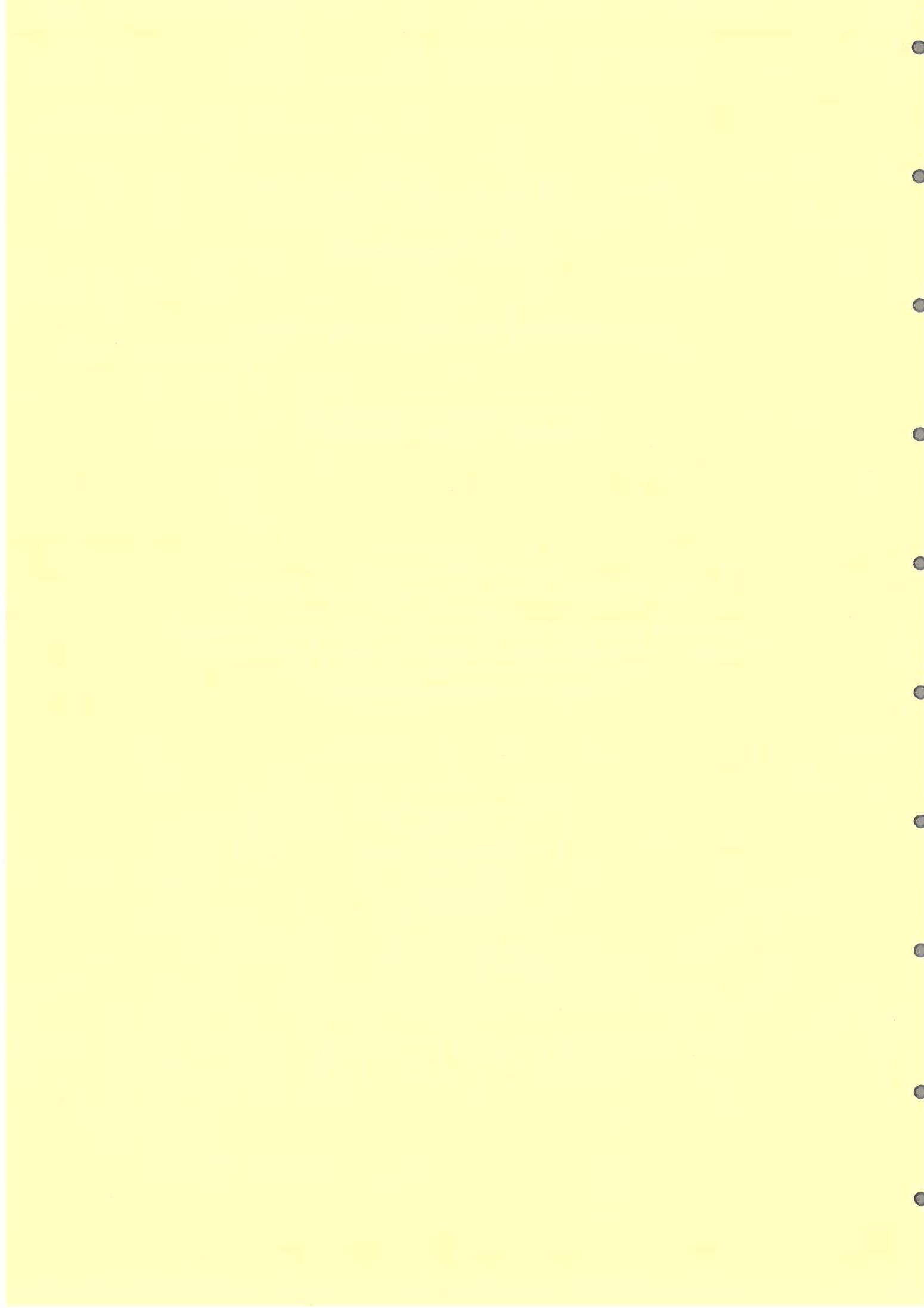
Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972;

Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 4125
CLS/COM/OO.1800.916



THIS AGREEMENT is made the 22nd day of November 2018

B E T W E E N:

- A. **LARRY GLENN LIPMAN** of 1a Kingsley Way, London N2 0FW (hereinafter called "the Owner") of the first part
- B. **INVESTEC BANK (CHANNEL ISLANDS) LIMITED** (incorporated in Guernsey) of 2 Gresham Street, London EC2V 7QP (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 Numbers NGL848569, NGL848866 and NGL848868, all subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 15 May 2018 and the Council resolved to grant permission conditionally under reference number 2018/2014/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.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL848569, NGL848866 and NGL848868, dated 17 October 2017 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 "Affordable Housing" low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £9,407.50 (nine thousand four hundred and seven pounds and fifty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.5 "the Development" erection of mansard roof extensions and first floor side/rear infill extensions with associated works to convert the properties from 2 x studios, 3 x 1 bed and 1 x 2 bed flats, to form 3 x studios, 3 x 2 bed and 1 x 3 bed flats as shown on drawing numbers:- 4998_01, 4998_02, 4998_03, 4998_04A, 4998_05B, 4998_06A, 4998_07, 4998_08A, 4998_09A, 4998_10A, 4998_11, 4998_12, 4998_13,

4998_14, 4998_16, 4998_17, 4998_E01, 4998_E02, 4998_E03 & 4998_E04

- 2.6 "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
- 2.7 "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, the Owner and the Mortgagee
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 15 May 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/2014/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 100, 102 and 104 Fortune Green Road, London NW6 1DS 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 or 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 4.2.1 and 4.2.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

4.2.1 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.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 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 2018/2014/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 Borough Solicitor 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 2018/2014/P.
- 5.7 Payment of the Affordable Housing Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2018/2014/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if

such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 2018/2014/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.

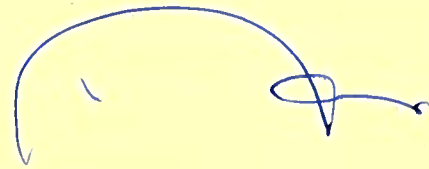
8. **RIGHTS OF THIRD PARTIES**

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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
LARRY GLENN LIPMAN
in the presence of:**

)
)
)



.....
Witness Signature



Witness Name:

STUART BLACK

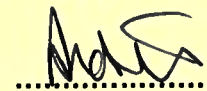
Address:

ABSOLUTE ZERO, MEAD RD, EDWARDS HAF GL

Occupation:

FINANCE DIRECTOR

EXECUTED AS A DEED BY)
INVESTEC BANK (CHANNEL ISLANDS) LIMITED)
acting by a Director & authorised signatory)
in the presence of:-/)



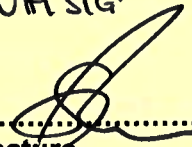
Director

AUTH SIG



Authorised signatory

.....
Witness Signature



Witness Name:

STUART ROBSON

Address:

Occupation:

BANKER



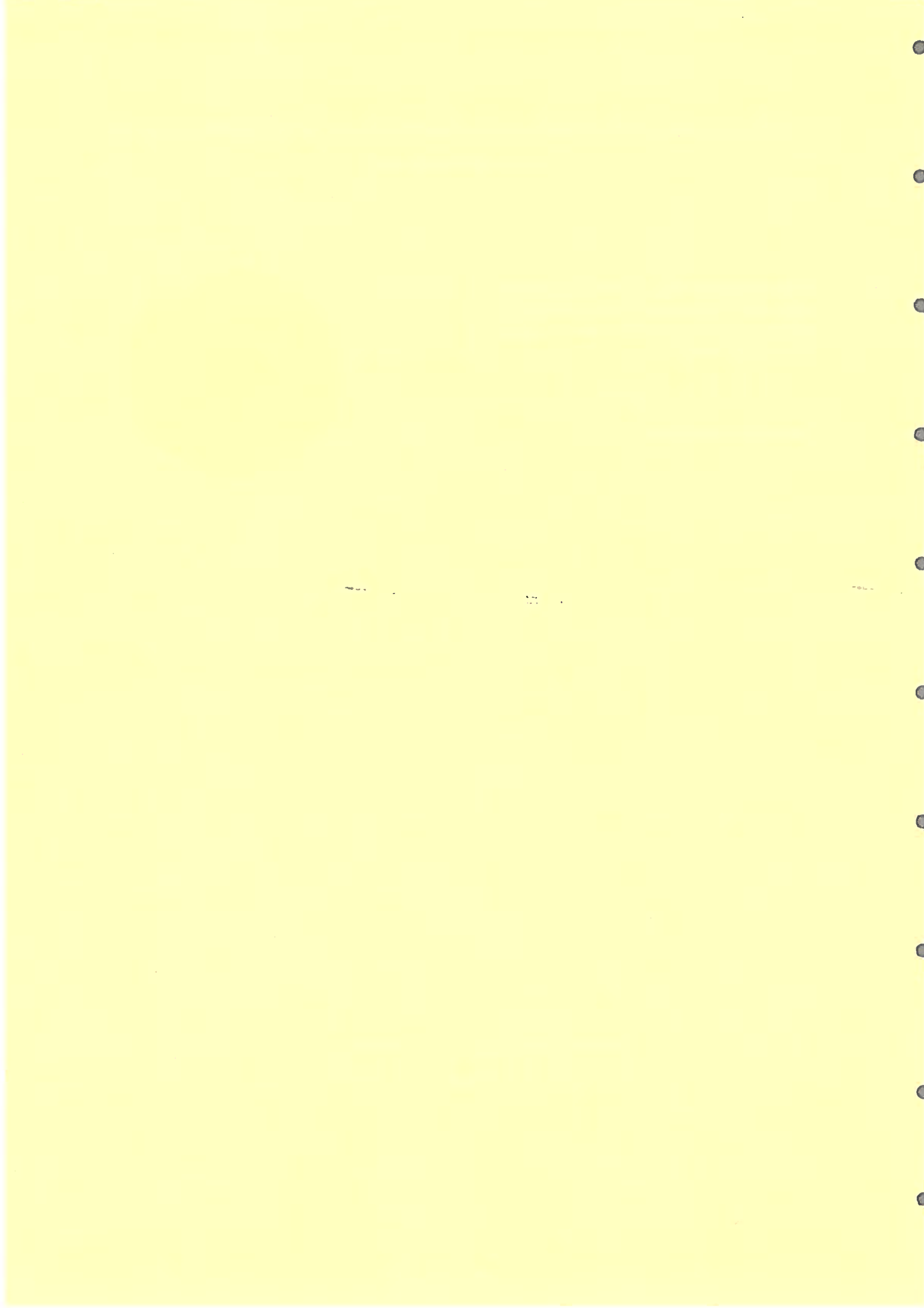
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 100, 102 AND 104 FORTUNE GREEN
ROAD, LONDON NW6 1DS

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

R. [Signature]
.....

Authorised Signatory

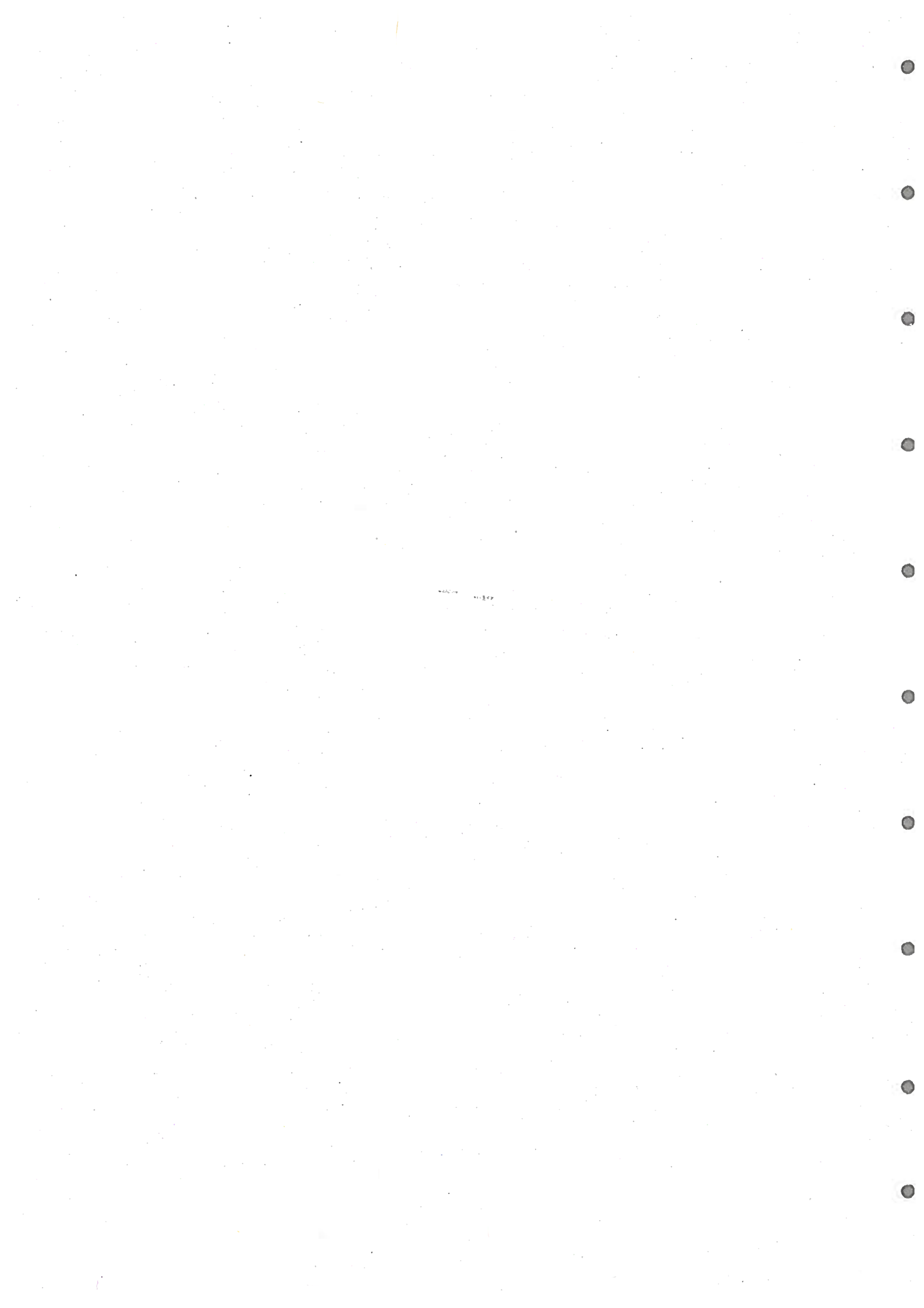




NORTHGATE SE GIS Print Template



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Stuart Henley & Partners
6 Wrotham Business Park
Barnet
EN5 4SB

Application Ref: 2018/2014/P

8 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:
100-104 Fortune Green Road
London
NW6 1DS

PROPOSAL
Proposal:

Erection of mansard roof extensions and first floor side/rear infill extensions with associated works to convert the properties from 2 x studios, 3 x 1 bed and 1 x 2 bed flats, to form 3 x studios, 3 x 2 bed and 1 x 3 bed flats

Drawing Nos: 4998_01, 4998_02, 4998_03, 4998_04A, 4998_05B, 4998_06A, 4998_07, 4998_08A, 4998_09A, 4998_10A, 4998_11, 4998_12, 4998_13, 4998_14, 4998_16, 4998_17, 4998_E01, 4998_E02, 4998_E03 & 4998_E04

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 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: 4998_01, 4998_02, 4998_03, 4998_04A, 4998_05B, 4998_06A, 4998_07, 4998_08A, 4998_09A, 4998_10A, 4998_11, 4998_12, 4998_13, 4998_14, 4998_16, 4998_17, 4998_E01, 4998_E02, 4998_E03 & 4998_E04.

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

- 4 The mansard roof extensions at nos. 100, 102 & 104 Fortune Green Road must all be completed in their entirety prior to the first occupation of the development hereby 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.

- 5 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, CC3 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 application site comprises of three mid-terraced, three storey properties, with commercial ground floor units and residential accommodation above. The properties are within the Fortis Green Neighbourhood Centre, though the site is not within a conservation area and there are no nearby listed buildings.

Proposed are first floor flat roofed infill extensions (5m length x 1.85m width) and mansard style roof extensions (spanning the full footprint of the existing flat roofs) to the three properties, to accommodate the replacement of 6 smaller residential units (2 x studios, 3 x 1 bed and 1 x 2 bed flats) with 7 larger self-contained residential flats (3 x studios, 3 x 2 bed and 1 x 3 bed flats). No alterations are proposed to the ground floor commercial units.

Residential flats are already established within these properties above the ground floor commercial units. The proposed development to form better quality/higher density residential accommodation on this site is therefore considered to be acceptable in land use terms.

Policy H6 of the Camden Local Plan outlines the mix of residential units appropriate for proposals such as this, with 2 and 3 bedroom units in most demand. Whilst 3 x studios (low demand) are proposed as part of the scheme, it is acknowledged that the existing building contains 2 x studios and 3 x 1 bed units. The proposal would result in 3 x 2 bed units and 1 x 3 bed, both of which are in high demand in Camden in accordance with Policy H6. It is additionally acknowledged that the existing accommodation is of poor quality, with a unit which is not self-contained (requiring access to a bathroom elsewhere in the building). Whilst it is therefore accepted that the 3 x studio units does not represent an ideal proposal, given the increase in the number of larger (more desirable) units and the increase in the quality of accommodation provided (assessed further below), this is considered to be acceptable.

The proposed units would all exceed minimum space standards as required by the Technical Housing Standards - Nationally Described Space Standards (2015). The bedrooms would also exceed the minimum space standard of 11.5sqm for a double occupancy bedroom and 7.5m for a single occupancy room. The units would additionally have an acceptable head height, with a minimum 2.3m internal height for at least 75% of the footprint of the accommodation (as required by the Nationally Described Space Standards (2015)). All units would be dual aspect and appropriately stacked, with good access to daylight and sunlight. Whilst no amenity space is provided as part of the scheme, given the constraints of the site, and the existing situation/quality of residential accommodation, on balance, this is considered to be acceptable. On this basis, the proposal would represent a good quality of accommodation.

Whilst the first floor infill additions presented are not typically encouraged within Camden, it is noted that these infill areas are narrow and offer little in terms of amenity to the windows to the rear elevations of the main properties. It is also noted that various additions exist within the area, that the proposal is appropriately designed/scaled to ensure its subservience, and that they would remain a full storey below the ridge of the main property (in accordance with CPG Design (2018)). It is considered that these elements would not constitute harm to the character and appearance of the properties or surrounding area, and whilst they would be publically visible in glimpses, they would not cause harm to these views. It is also noted that the second floor extensions are having the 'lean to' roofs replaced with flat roofs which is considered to be an improvement on the appearance of the rear elevation. On this basis, in this unusual instance, the proposed first floor rear infill additions are considered to be acceptable.

- 4 The proposed mansards across the three properties would project above the flat roofs of the immediately adjoining neighbours each finishing with built up brick party walls. The mansards would sit behind the existing front parapet, and with no parapet to the rear, would finish in line with the rear elevations of the properties (in a similar style to the existing example at no.96). The mansards would be finished in hanging slates, with brick built party walls to the sides.

It is acknowledged however that mansards are common within the vicinity, including at the adjoining no.106 (and 108) and at nos. 88-94 Fortune Green Road. Given this surrounding context, mansard roof extensions to properties of this type in this location are considered to be acceptable in principle. The mansards have been appropriately designed with a hanging tile finish and dormer windows of an appropriate scale aligned with the fenestrations of the floors below (to the front elevation). It is considered that the overall siting, scale and design of the proposed mansards is considered to be acceptable and would not result in harm to the character and appearance of the properties or the surrounding area.

Given the above assessment, the proposal is considered to be acceptable in terms of its design and impact on visual amenities of the area.

Given that the mansards would be contained to the footprint of the main properties, and would remain an acceptable distance from residential units to the front and rear, they would not result in undue harm to neighbouring residential amenities. Whilst there may be some additional level of overlooking at this height, this is considered not to constitute undue harm in terms of overlooking/loss of privacy (particularly given the windows would only face the front and rear).

The first floor rear infill additions would finish prior to the existing rear elevations of the outriggers, and would be contained to recessed areas. As such, they would not result in undue harm to neighbouring residential amenities in terms of daylight, sunlight, outlook or overlooking.

Whilst the proposal would result in an increase in the intensity of the residential use on site, the development is considered to be of an appropriate density and would not result in undue harm to neighbours in terms of noise disturbance or any other form of residential amenity.

Whilst no cycle storage details have been provided, the development would need to accommodate 1 cycle space per studio/1 bed, and 2 for every other unit (11 total) which are secure and fully enclosed in order to comply with Policy T1 of the Camden Local Plan and London Plan Policy 6.9. Given that no ground floor space is available on site however, it would not be practicable to provide cycle storage, and in this unusual instance, the lack of provision is considered to be acceptable.

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

The proposed units shall be car free developments restricting parking permits of future occupiers through a S106 agreement in accordance with Policy T2 of the Camden Local Plan.

Policy H4 of the Camden Local Plan seeks a contribution to affordable housing where 1 or more additional homes are provided and this provision involves additional residential floorspace of 100 sq m GIA or more. Policy H4 provides for schemes with capacity for fewer than 10 additional homes to make a payment in lieu of affordable housing, so a financial contribution is the appropriate approach.

- 5 The proposal would result in an additional GIA of 142sq. m of residential floorspace (113sq. m mansard extensions, 29sq.m first floor rear additions (3 x 9.8sq. m extensions)). This would generate an affordable housing target of 2%. For schemes involving less than 10 additional homes/1,000 sq. m added residential floorspace, a payment in lieu should be made. The current payment rate is £2,650 per sq. m GEA, so the GIA would need to be converted into GEA. At a conversion factor of 1.25 x GIA the GEA would be approximately 177.5sq. m. As such, the payment required would be $177.5 \times 2\% \times £2,650 = £9,407.50$. This has been agreed with the agent for the application and a contribution shall be secured via S106 agreement attached to this permission.

As such, the proposed development is in general accordance with policies H1, H4, H6, C5, A1, D1, CC3, T1 and T2 of the London Borough of Camden Local Plan 2017, The London Plan (2016) and the National Planning Policy Framework (2018).

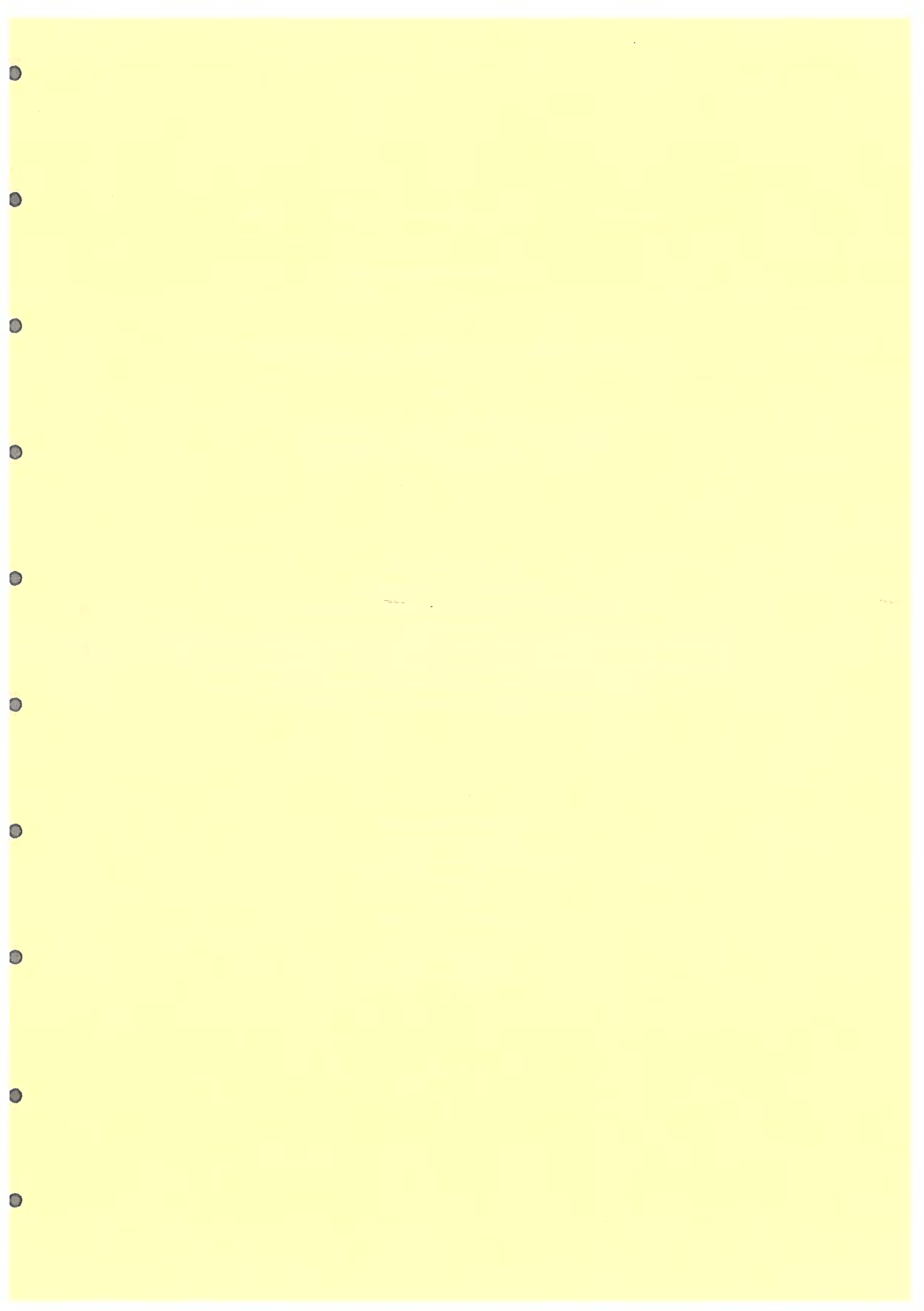
- 6 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.
- 7 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
- 8 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.
- 9 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

Executive Director Supporting Communities



DATED

22 November

2018

(1) LARRY GLENN LIPMAN

and

(2) INVESTEC BANK (CHANNEL ISLANDS) LIMITED

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

100, 102 and 104 Fortune Green Road, London NW6 1DS

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

Andrew Maughan
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London Borough of Camden
Town Hall
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London WC1H 9LP

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