

DATED

3 January

2018/9

**(1) BRIAN ALEXANDER CRILLY**

and

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

**A G R E E M E N T**  
relating to land known as  
**57 FORTRESS ROAD, LONDON, NW5 1AD**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

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G:\case files\culture & env\planning\NS\s106 Agreements\57 Fortress Road (CF)  
CLS/COM/NS/1800.576







THIS AGREEMENT is made the

3

day of

January

2018

**BETWEEN:**

- i. **BRIAN ALEXANDER CRILLY** of 57 Fortess Road, London, NW5 1AD (hereinafter called "the Owner") of the first part
- ii. **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 NGL139251.
- 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 6<sup>th</sup> November 2017 and the Council resolved to grant permission conditionally under reference number 2017/6129/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act 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" part change of use to ground floor and basement commercial unit (A1 use class) to residential (C3 use class), erection of lower ground floor side infill extension, second floor rear extension, dormer at rear roof level, alterations to the shop front. Proposal will result in 4 residential units (3 x 1 bed, 1 x 2 bed) and retained commercial unit. as shown on drawing numbers:- OS map, Design & Access Statement October 217, P-01, P-02, P-03A, P-04, P-05, P-06 and P-07.
- 2.4 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.5 "the Nominated Unit" flat D and flat E forming part of the Development the same as shown Plan 2 on the drawing numbered P-03A annexed hereto
- 2.5 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.6 "the Parties" mean the Council and the Owner



- 2.7 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 6<sup>th</sup> November 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6129/P subject to conclusion of this Agreement
- 2.8 "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
- 2.9 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Property" the land known as 57 Fortress Road, London, NW5 1AD the same as shown shaded grey on the plan annexed hereto
- 2.11 "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
- 2.12 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays



3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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 4.1 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 Nominated 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 Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated Unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

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

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



5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 the Planning Permission reference 2017/6129/P the date upon which the Development is 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 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 2017/6129/P.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2017/6129/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 on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties



and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

#### **7. JOINT AND SEVERAL LIABILITY**

7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

#### **8. RIGHTS OF THIRD PARTIES**

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



THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO THE LAND KNOWN AS  
57 FORTRESS ROAD, LONDON, NW5 1AD

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

EXECUTED AS A DEED BY  
BRIAN ALEXANDER CRILLY  
in the presence of:

) *Brian Alexander Crilly*  
)  
)

.....  
Witness Signature

Witness Name *KEVIN MCNICHOLM*

Address *47 FORTRESS ROAD NW5 1AD*

Occupation *MANAGER*

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

*P. Alexander*  
.....  
Authorised Signatory





THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State, do hereby certify that the within and foregoing is a true and correct copy of the original of the same, as the same appears from the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Dallas, Texas, this 1st day of January, 1901.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
J. M. [Signature]  
Dallas, Texas

Witness my hand and the seal of said County, at Dallas, Texas, this 1st day of January, 1901.

THE STATE OF TEXAS, COUNTY OF DALLAS, ss. I, the undersigned, a Notary Public in and for said State, do hereby certify that the within and foregoing is a true and correct copy of the original of the same, as the same appears from the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Dallas, Texas, this 1st day of January, 1901.



KKR Planning & Design Ltd  
Oasis Business Centres Ltd  
468 Church Lane  
Kingsbury  
NW9 8UA

Application Ref: **2017/6129/P**

30 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:  
**57 Fortress Road**  
**London**  
**NW5 1AD**

**PROPOSAL**  
Proposal:

Part change of use to ground floor and basement commercial unit (A1 use class) to residential (C3 use class), erection of lower ground floor side infill extension, second floor rear extension, dormer at rear roof level, alterations to the shop front. Proposal will result in 4 residential units (3 x 1 bed, 1 x 2 bed) and retained commercial unit.

Drawing Nos: OS map, Design & Access Statement October 217, P-01, P-02, P-03, P-04, P-05, P-06 and P-07.

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:

OS map, Design & Access Statement October 217, P-01, P-02, P-03, P-04, P-05, P-06 and P-07.

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

#### Informative(s):

- 1 Reasons for granting permission.  
The existing property includes a commercial unit (A1 use class) at basement and ground, which has been partially converted (informally without planning permission) into residential space at the rear of the basement level. The first and second floor form a residential unit each. The proposal seeks to formally regularise create residential space at the rear of the basement and ground floor commercial unit and to add an extension at basement level in the side return, a second floor closet wing extension with terrace and a rear roof dormer. The resulting residential accommodation would be one commercial unit (over basement and ground floor 53.3m<sup>2</sup>) and four residential units (1 x 2 bedroom unit and 3x 1 bedroom units).

The basement level extension in the closet wing shall be 3.06m deep and 1.6m wide with a sloped roof which is 2.1m at the boundary and 3.4m where it meets the side elevation of the property. The rear elevation at basement level shall include four glazed bi-folding doors. An internal courtyard area (1.6m by 1.5m) is to be created adjacent to the original rear wall. The extension shall include a rooflight and be constructed in materials to match the main property. The second floor extension shall be constructed form brick to match and shall be 2.96m wide by 3.4m deep with a 2sqm terrace accessed via four bi-folding doors. There shall be a brick parapet wall 1.7m high with an inset 1m wide opaque glass panel around the terrace. The proposed roof level dormer shall be 2.5m wide by 0.9m high and shall project 1.9m from the roof. The dormer shall be constructed from lead cladding and shall include two windows in the rear elevation.



The property does not fall within a town centre or core frontage. The commercial unit shall be retained at basement and ground level albeit reduced in size. The unit is currently partly occupied and it is considered that the proposal would improve the space through internal renovations and still retain a viable commercial unit at 53.3m<sup>2</sup>. Therefore, there is no objection to the reduced A1 unit floorspace.

2 Reason for granting permission (continued).

The infill extension will be a modestly sized addition retaining the lightwell area adjacent to the main building and being built in materials to match the main building. Within the terrace which the property is a part are examples of extensions at second floor level including a permission granted in October 2015 for a very similar development at 59 Fortress Road (extant), and existing extensions at this level at 61, 55, 51, 49 and 47 (only the subject property and number 53 do not have a second floor extension). It is therefore clear there is a precedence in the terrace. In terms of its form, scale and choice of material and alignment with the windows on the lower floors the second floor would match the existing building. The extensions are considered appropriate in the context of the host building and the terrace and the materials to match the existing building will allow sympathetic additions.

There are several terraces in the immediate vicinity. The proposed roof level terrace would not be visible from the public realm. With regard to the proposed rear dormer, there are several rear additions on the roof slopes within the terrace. The dormer is set in from the edges of the hipped roof by 500mm. The dormer would not be 500mm below the roof ridge due to internal head height constraints, however this is consistent with other dormers in the terrace. The proposal is not visible from the public realm and due to its position and detailed design it is considered that the proposal would not have a detrimental impact on the character of the building or the wider area.

The proposed units comply with the minimum overall size and individual bedroom size space standards. The flat on the basement and ground floor and the upper floor would have access to amenity space, however the first and second floor flats would not have outdoor amenity space due to the site constraints.

3 Reason for granting permission (continued).

The second storey extension would increase the height of the projecting wing; however it is not considered that it would have a detrimental impact on the existing neighbouring properties in particular with regard to loss of light. The extension at second floor would match the height at number 55 adjacent. Whilst the property to the rear (3 Fortress Yard) includes three windows facing the subject site, these windows are obscure glazed and non-openable (as part of a planning permission for the property 2011/3109/P). Therefore, there would be no impact on this property.

The brick parapet would prevent overlooking into neighbours properties. The basement level glazed areas (windows and doors) do not exceed the boundary wall and would therefore not cause loss of privacy.



The third and fourth units to be created shall be car-free and will have no entitlement to on street car-parking permits, secured via s106 legal agreement.

No objections were received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies H1, H6, A1, D1, T1 and T2 of the Camden Local Plan. The proposed development also accords with policies SW1 and D3 of the Kentish Town Neighbourhood Forum. The London Plan March 2016, and the National Planning Policy Framework 2012.

- 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 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.
- 6 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.



Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

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**







# NORTHGATE SE GIS Print Template



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THE UNIVERSITY OF CHICAGO

DEPARTMENT OF CHEMISTRY

1955

RECEIVED BY THE DEPARTMENT OF CHEMISTRY  
JANUARY 10, 1955

TO THE DIRECTOR OF THE DEPARTMENT OF CHEMISTRY  
FROM THE DIRECTOR OF THE DEPARTMENT OF CHEMISTRY  
RE: [illegible]

[illegible]

[illegible]

[illegible]



DATED

3 January

20189

**(1) BRIAN ALEXANDER CRILLY**

and

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

**A G R E E M E N T**

relating to land known as

**57 FORTRESS ROAD, LONDON, NW5 1AD**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)**

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
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London WC1H 9LP

Tel: 020 7974 6750

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