

DATED

7TH NOVEMBER

2012

(1) ELAINE JILL SPRINGER

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  
**THE LODGE FITZROY PARK LONDON N6 6HT**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 6007  
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CLS/COM/JL/1685.1560  
vfinal

**THIS AGREEMENT** is made the 7<sup>th</sup> day of November 2012

**BETWEEN:**

1. **ELAINE JILL SPRINGER** of The Lodge, Fitzroy Park, London N6 6HT (hereinafter called "the Owner") of the first part
2. **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

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 414922.
- 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 17 April 2012 and the Council resolved to grant permission conditionally under reference number 2012/1638/P subject to conclusion of this legal Agreement.
- 1.4 An application for conservation area consent in respect of the Development of the Property was submitted to the Council and validated on 17 April 2012 and the Council resolved to grant permission conditionally under reference number 2012/1640/C.
- 1.5 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.

1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.7 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 | "Application for Conservation Area Consent" | an application for Conservation Area Consent in respect of the Development of the Property submitted to the Council and validated on 17 April 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1640/C. |
| 2.4 | "the Certificate of Practical Completion"   | the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed   |
| 2.5 | "Conservation Area Consent"                 | conservation area consent granted for the Development substantially in the draft form annexed hereto  |
| 2.6 | "Construction Management Plan"              | a plan setting out the measures that the Owner will adopt in undertaking the demolition of the  |

existing dwelling house and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing dwelling house or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) a Travel Plan Leaflet setting out amelioration and monitoring measures over construction traffic to ensure that the construction of the Development will

not harm the local transport network including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing dwelling house

2.8 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.9 "the Development"

- (a) Planning Permission  
Erection of 3-storey single dwelling house (including basement level), following demolition of existing 2-storey dwelling house (Class C3).

as shown on drawing numbers Site Location Plan; Drawing No(s) 132\_S\_01 P1; 132\_EX\_00 P1; 132\_EX\_01 P1; 132\_EX\_02 P1; 132\_EX\_03 P1; 132\_ES\_01 P1; 132\_EE\_01 P1; 132\_EE\_02 P1; 132\_DE\_00 P1; 132\_DE\_01 P1; 132\_DE\_02 P1; 132\_DE\_03 P1; 132\_DE\_04 P1; 132\_S\_02 P1; 132\_GA\_00 P1; 132\_GA\_01 P1; 132\_GA\_02 P1; 132\_GA\_03 P1; 132\_GA\_04 P1; 132\_GS\_01 P1; 132\_GE\_01 P4; 132\_GE\_02 P4; 132\_GE\_03 P1; 132\_GE\_04 P1; 132\_LH\_00 P1; 132\_LH\_01 P1; 132\_BH\_00; 132\_BH\_01; 132\_BH\_02 Design and Access Statement by 21ST Architecture Ltd dated March 2012; Basement Impact Assessment by LBH Wembley Geotechnical and Environmental (ref. LBH4039 Ver 1.3) dated June 2012; Management of Surface Water Run Off & Flood Risk by GTA Civils Ltd dated April 2012; Sustainability Summary by Metropolis Green LLP dated March 2012; Arboricultural Assessment and Method Statement by ACS Consulting dated 13th April 2012; Heritage Statement by 21ST Architecture Ltd dated April 2012; Lifetime Homes Statement; Construction Management Plan Rev B by Montway Construction Ltd.

(b) Conservation Area Consent

Demolition of existing 3-storey dwelling house as shown on drawing numbers 132\_S\_01 P1; 132\_EX\_00 P1; 132\_EX\_01 P1; 132\_EX\_02 P1; 132\_EX\_03 P1; 132\_ES\_01 P1; 132\_EE\_01 P1; 132\_EE\_02 P1; 132\_DE\_00 P1; 132\_DE\_01 P1; 132\_DE\_02 P1; 132\_DE\_03 P1; 132\_DE\_04 P1; Design and Access Statement by 21ST Architecture Ltd

dated March 2012; Heritage Statement by 21ST Architecture Ltd dated April 2012;

2.10 "the Drainage Plan"

an update of the plan entitled "Basement Impact Assessment" by LBH Wembley Geotechnical and Environmental dated June 2012 setting out specific drainage measures to mitigate against the impact of ground waterflow on the site and local area to take into account the cumulative impact on groundwater flow as a result of the developments of the Property, Westwind and Farm End Cottage and any other schemes on immediately adjoining sites which involve excavation works.

2.11 "the Highways Contribution"

the sum of £10,000 (ten thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include carrying out works to Merton Lane in vicinity of the Property ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.12 "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

2.13 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.14 "the Parties"

mean the Council and the Owner

2.15 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the Council and validated on 17 April 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/1638/P subject to conclusion of this Agreement

2.16 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.17 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.18 "the Property"

the land known as The Lodge, Fitzroy Park, London N6 6HT the same as shown shaded grey on the plan annexed hereto

2.19 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its



subsequent management and occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

**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 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 for all relevant purposes.
- 3.9 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the owners shall not Occupy or permit Occupation of any part of the Development ..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect of requiring the Owner to cease to Occupy the Development until such time as the following has been undertaken:-

- a. the Council shall give notice to the Owner specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;
- b. the Council shall state what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;
- c. a period of not less than 21 days shall be stated as the period within which the Owners shall be required to take such steps;
- d. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner and the Council will give due consideration to any action the Owner is undertaking itself to rectify any breach arising within the Development
- e. it is expressly acknowledged by the Owner that notwithstanding the terms of this clause it shall at all times Occupy the Development in accordance with the terms of the obligations in this Agreement.

3.10 Where any approval agreement consent certificate or expression of satisfaction is to be given by the Council under this Agreement such approval agreement consent certificate or expression of satisfaction shall not be unreasonably withheld or delayed

#### 4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

## **4.2 THE DRAINAGE PLAN**

4.2.1 Prior to the Implementation Date to provide the Council for assessment by an appropriately qualified and recognised independent verification body a draft Drainage Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Drainage Plan as demonstrated by written notice to that effect and confirmed that the costs of the assessment in clause 4.2.1 have been met by the Owner.

4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of The Drainage Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of The Drainage Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

## **4.3 HIGHWAYS WORKS**

4.3.1 On or prior to the Implementation Date to pay to the Council the Highways

Contribution in full.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has received the Highways Contribution in full.

4.3.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works.

4.3.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

#### 4.4 **SUSTAINABILITY PLAN**

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan (unless otherwise agreed in writing by the Council).

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 2012/1638/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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations

Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2012/1638/P.

- 5.7 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZN511ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 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
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.9 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, 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 2012/1638/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 together with the Council's monitoring fees 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement. + repay any Highways Contribution that has been paid to the Council pursuant to clause 4.2 of this Agreement + remains unexpended.
7. RIGHTS OF THIRD PARTIES PD

- 7.1 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 has executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY  
ELAINE JILL SPRINGER  
in the presence of:**

)  
) Elaine Springer  
)

.....  
**Witness Signature**

P. Sawking

**Witness Name**

P. SAWKINGS

**Address**

99 ALDER WAY, SWANLEY, KENT BR8 7XF

**Occupation**

PA TO DIRECTOR

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

.....  
*[Signature]*

Authorised Signatory



## **THE SCHEDULE**

### **Construction Management Plan Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- b) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- c) Proposed start and end dates for each phase of construction.
- d) The proposed working hours within which vehicles will arrive and depart.
- e) The access arrangements for vehicles.
- f) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- g) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- h) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- i) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- j) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- k) Details of proposed parking bays suspensions and temporary traffic management orders.
- l) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- m) Details of hoarding required or any other occupation of the public highway.
- n) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- o) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- p) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- q) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- r) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- s) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- t) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- u) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- v) Any other relevant information with regard to traffic and transport.

- w) The Construction Management Plan should also include the following statement:

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

21st Architecture  
314 Goswell Road  
London  
EC1V 7AF

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2012/1640/C**

20 September 2012

Dear Sir/Madam

**DRAFT**

**FOR INFORMATION ONLY - NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**The Lodge  
Fitzroy Park  
London  
N6 6HT**

**DECISION**

**Proposal:**

Demolition of existing building and construction of new building.  
Drawing Nos: 132\_S\_01 P1; 132\_EX\_00 P1; 132\_EX\_01 P1; 132\_EX\_02 P1; 132\_EX\_03 P1; 132\_ES\_01 P1; 132\_EE\_01 P1; 132\_EE\_02 P1; 132\_DE\_00 P1; 132\_DE\_01 P1; 132\_DE\_02 P1; 132\_DE\_03 P1; 132\_DE\_04 P1; Design and Access Statement by 21ST Architecture Ltd dated March 2012; Heritage Statement by 21ST Architecture Ltd dated April 2012;

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 works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 Prior to commencement of demolition a structural method statement for the works of demolition shall be submitted to and approved in writing by the Council. The statement shall include details of the method of securing the retention and protection of all walls, floors and roof structures (including dormers and chimneys) shown to be retained on the demolition drawings hereby approved. No works of demolition shall be carried out other than in accordance with the approved method statement.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for conservation area consent.

The proposed development is in general accordance with particular regard to the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policy CS14 (Promoting high quality places and conserving our heritage); and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policy DP25 (Conserving Camden's heritage). For a more detailed understanding of the reasons for the granting of this conservation area consent, please refer to the officers report

Yours faithfully

Culture and Environment Directorate

# **DRAFT**

# **DECISION**



21st Architecture  
314 Goswell Road  
London  
EC1V 7AF

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

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

Application Ref: **2012/1638/P**

20 September 2012

Dear Sir/Madam

**DRAFT**  
FOR INFORMATION ONLY - NOT A FORMAL DECISION  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**The Lodge  
Fitzroy Park  
London  
N6 6HT**

**Proposal:**

**DECISION**  
Erection of 3-storey semi-detached house with basement following demolition of existing 2-storey dwelling house (Class C3).

Drawing Nos: 132\_S\_01 P1; 132\_EX\_00 P1; 132\_EX\_01 P1; 132\_EX\_02 P1; 132\_EX\_03 P1; 132\_ES\_01 P1; 132\_EE\_01 P1; 132\_EE\_02 P1; 132\_DE\_00 P1; 132\_DE\_01 P1; 132\_DE\_02 P1; 132\_DE\_03 P1; 132\_DE\_04 P1; 132\_S\_02 P1; 132\_GA\_00 P1; 132\_GA\_01 P1; 132\_GA\_02 P1; 132\_GA\_03 P1; 132\_GA\_04 P1; 132\_GS\_01 P1; 132\_GE\_01 P4; 132\_GE\_02 P4; 132\_GE\_03 P1; 132\_GE\_04 P1; 132\_LH\_00 P1; 132\_LH\_01 P1; 132\_BH\_00; 132\_BH\_01; 132\_BH\_02

Design and Access Statement by 21ST Architecture Ltd dated March 2012; Basement Impact Assessment by LBH Wembley Geotechnical and Environmental (ref. LBH4039 Ver 1.3) dated June 2012; Management of Surface Water Run Off & Flood Risk by GTA Civils Ltd dated April 2012; Sustainability Summary by Metropolis Green LLP dated March 2012; Arboricultural Assessment and Method Statement by ACS Consulting dated 13th April 2012; Heritage Statement by 21ST Architecture Ltd dated April 2012; Lifetime Homes Statement; Construction Management Plan Rev B by Montway Construction Ltd

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 the permission.

Reason: In order to comply with the requirements 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: 132\_S\_01 P1; 132\_EX\_00 P1; 132\_EX\_01 P1; 132\_EX\_02 P1; 132\_EX\_03 P1; 132\_ES\_01 P1; 132\_EE\_01 P1; 132\_EE\_02 P1; 132\_DE\_00 P1; 132\_DE\_01 P1; 132\_DE\_02 P1; 132\_DE\_03 P1; 132\_DE\_04 P1; 132\_S\_02 P1; 132\_GA\_00 P1; 132\_GA\_01 P1; 132\_GA\_02 P1; 132\_GA\_03 P1; 132\_GA\_04 P1; 132\_GS\_01 P1; 132\_GE\_01 P4; 132\_GE\_02 P4; 132\_GE\_03 P1; 132\_GE\_04 P1; 132\_LH\_00 P1; 132\_LH\_01 P1; 132\_BH\_00; 132\_BH\_01; 132\_BH\_02

Design and Access Statement by 21ST Architecture Ltd dated March 2012; Basement Impact Assessment by HVA Environmental and Environmental (ref. LBH4039 Ver 1.3) dated June 2012; Management of Surface Water Run Off & Flood Risk by GTA Civils Ltd dated April 2012; Sustainability Summary by Metropolis Green LLP dated March 2012; Arboricultural Assessment and Method Statement by ACS Consulting dated 13th April 2012; Heritage Statement by 21ST Architecture Ltd dated April 2012; Lifetime Homes Statement; Construction Management Plan Rev B by Montway Construction Ltd.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door at a scale of 1:10 with typical glazing bar details at 1:1.

b) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

The relevant part of the works shall then be carried in accordance with the approved

details

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel of all facing materials shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the commencement of the development a detailed schedule and method statement of all materials to be salvaged and reused on the property shall be submitted and approved in writing by the local planning authority. Development shall be carried out in accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 6 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the Council prior to the commencement of development. Any subsequent change or reappointment shall be

confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Before the development commences, details of the proposed cycle storage area for 2 x cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the new dwelling, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS14 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 9 No development shall take place until full details of hard and soft landscaping (including trees) and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 10 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details [by not later than the end of the planting season following completion of the development or any phase of the development] [, prior to the occupation for the permitted use of the development or any phase of the development], whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies CS14 (Promoting high quality places and conserving our

heritage) and CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to the commencement of works on site, evidence in the form of a report and photographs demonstrating that tree protection measures have been implemented in accordance with the approved details, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees, and in order to maintain the character and amenity of the area, in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 12 Prior to commencement of development details of the final design for the drainage of groundwater during and post construction shall be submitted to and approved by the Council and thereafter retained and maintained, unless prior written permission is given by the local planning authority. Works shall be implemented as per the approved details and thereafter retained and maintained, unless prior written permission is given by the local planning authority.

Reason: To reduce the impact of the development ground water and surface water run-off from the buildings in accordance with policies CS13 (Tackling climate change through promoting high environmental standards) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting high quality sustainable design and construction), DP23 (Water) and DP24 (Securing high quality design and construction) of the London Borough of Camden Local Development Framework Development Policies.

- 13 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2363) or visit the website [http://www.camden.gov.uk/council/council\\_contacts/environment/consultation/consultation\\_team.en](http://www.camden.gov.uk/council/council_contacts/environment/consultation/consultation_team.en) or seek prior approval under Section 174 of the Act. Do not anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 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 development will be exempt from CIL except affordable housing, education, health, and development for their charitable purposes. You will be expected to pay CIL when your 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)

- 4 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

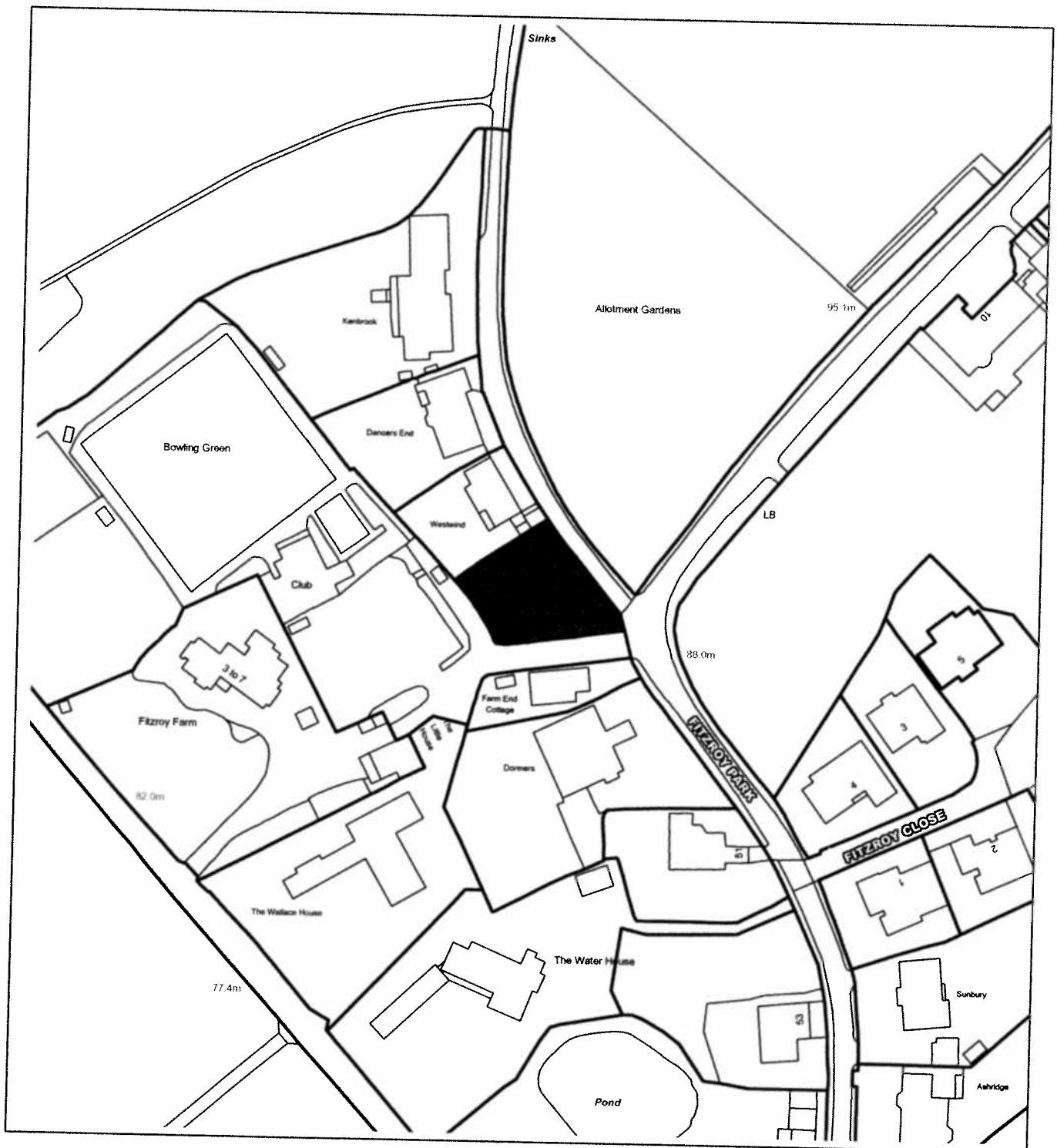
5 Reasons for granting planning permission/conservation area consent/listed building consent.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change and promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity), CS16 (Improving Camden's health and well-being) and CS19 (Developing and monitoring the Core Strategy); and the London Borough of Camden Local Development Framework Development Policies, DP1 (Making full use of Camden's capacity for housing), DP2 (Making full use of Camden's capacity for housing), DP3 (Providing quality homes and wheelchair homes), DP16 (The transport infrastructure), DP17 (Walking, cycling and public transport), DP18 (Parking, car clubs and limiting the availability of car parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), and DP27 Basements and lightwells. Furthermore, the proposal seeks to replace a building that is identified as making a positive contribution to the character and appearance of the Highgate Conservation Area with a new dwelling that is considered to preserve and enhance the character and appearance of the Conservation Area. The moderate increase in volume, and similar fenestration, is not considered to be a significant harm to the adjoining occupiers. The basement will be at ground level and will not be a significant harm to the local environment or the adjoining occupiers.

Yours faithfully

Culture and Environment Directorate

# The Lodge, Fitzroy Park, London N6 6HT



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DATED 7TH NOVEMBER 2012

(1) ELAINE JILL SPRINGER

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  
**THE LODGE FITZROY PARK LONDON N6 6HT**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

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

Tel: 020 7974 6007  
Fax: 020 7974 1920

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