## (1) RACHEL LORD and JOHN BARRY WESTON

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

92 Fitzjohn's Avenue London NW3 6NP

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

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

Tel: 020 7974 5647 Fax: 020 7974 2962

CLS/PK/1781.193 (final)

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		•

THIS AGREEMENT is made the 28 day of August 2015

#### BETWEEN:

- RACHEL LORD and JOHN BARRY WESTON both of 92 Fitzjohn's Avenue,
   London, NW3 6NP (together hereinafter called "the Owner") of the first part
- 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 numbers NGL905811 and 60417.
- 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 The Planning Application for the Development of the Property was submitted to the Council and validated on 1<sup>st</sup> April 2015 and the Council resolved to grant permission conditionally under reference number 2015/1856/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 "Construcţion Management Plan"

the construction management plan at the First Schedule annexed hereto and as may be varied and agreed in writing from time to time by the Council

2.4 "the Development"

TO H

e le x

EN Y

erection of two storey dwelling as shown on drawing numbers Site Location Plan P094-100 Rev A; 101; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; 114; 115; 116; 117; 201; 202; 203; 204; 205; 206; 105 Rev A; 106 Rev A; 107 Rev A; 108 Rev A; Design & Access Statement dated February 2015; Planning Statement and Conservation Area Assessment by Shrimplin Brown dated March 2015; Arboricultural Method Statement by Adam Hollis Construction dated 20th March 2015: Management Plan by Projekt Solutions dated 3rd March 2015; Gode for Sustainable Homes -Pre-Assessment by SRE dated 24th February 2015: Sustainability and Energy Statement by SRE dated 11th March 2015; Daylight Sunlight Report by XC2 Energy dated February 2012; Daylight Sunlight Design Note by XC2 Energy dated 12th February 2012; Ecology Report by LUC dated 20th January 2015; samples of facing materials

2.5 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.6 "Occupation Date"

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

2.7 "the Parties"

the Council and the Owner

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 1<sup>st</sup> April 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1856/P subject to conclusion of this Agreement

2.9 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.10 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto 2.11 "the Property"

the land known as 92 Fitzjohn's Avenue, London, NW3 6NP the same as shown edged red on the plan at the Third Schedule annexed hereto

#### 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 of 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.

#### 4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

#### 4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 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.
- 4.1.2 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.

#### 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 2015/1856/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 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 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.
- 5.7 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 Index 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

$$A = B \times (Y-X)$$

5.8 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 2015/1856/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.

Neither the Owner nor its 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.

## 7. JOINT AND SEVERAL LIABILITY

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

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 RACHEL LORD in the presence of:	)	Carletterd
Witness Signature:	)	NRVDR
Witness Name: (CAPITALS)	)	NIAMH ROISIN VIZE

Address:	)	d Gretton Koad.
	)	FAIRFIELD, BUXTON, DERBYSHIRE
Occupation:	)	NAUNY
EXECUTED AS A DEED BY JOHN BARRY WESTON	)	Jh Im.
in the presence of:	)	
Witness Signature:	)	NEVIJE
Witness Name: (CAPITALS)	)	NIAMTI ROISIN VIZE
Address:	)	2 GRETTON ROAD,
	)	FAIRFIELD, BUXTON, DERBYSTIRE
Occupation:	)	LANNAH.
THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto Affixed by Order:-	) ) )	of Campon
Authorised Signatory		

# THE FIRST SCHEDULE

**Construction Management Plan** 



## **CONSTRUCTION MANAGEMENT PLAN**

92 Fitzjohns Avenue, Hampstead, London NW3 6NP



#### CONSTRUCTION MANAGEMENT PLAN

3rd March 2015

**Project:** Demolition of existing property (two storey house) and the

construction of new house.

Existing and Proposed Design: As per the architectural drawings

submitted to the council as part of the planning application.

Site: 92 Fitzjohns Avenue

Hampstead London NW3 6NP

Client: Mr J Weston & Mrs R Lord

Project manager: Projektplus Ltd

The Old Mill

Cobham Park Road Cobham KT11 3NE

www.projektplus.co.uk

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# **Table of Contents**

<u>1</u>	INTRODUCTION5
2	SITE MANAGEMENT / PHASING5
<u>3</u>	DESCRIPTION OF THE PROJECT6
4	PROJECT TIME TABLE (TO BE CONFIRMED)
<u>5</u>	SEQUENTIAL PROJECT PHASES7
<u>6</u>	SITE DELIVERIES7
7	EXPECTED VEHICLE SIZES8
<u>8</u>	LARGE VEHICLES OVER 3.5 TONNES
<u>9</u>	CONSTRUCTION SITE LAYOUT AND ACCESS9
<u>10</u>	PARKING AND LOADING PLANS9
<u>11</u>	PUBLIC HIGHWAY9
<u>12</u>	PROPOSED TLRN ROUTES
<u>13</u>	PROTECTION OF BURIED SERVICES
<u>14</u>	WASTE, RECYCLING AND CONTAMINATED MATERIALS
<u>15</u>	WELFARE
<u>16</u>	ROAD SAFETY
<u>17</u>	SITE HOURS11
18	SCHOOL HOLIDAYS
<u>19</u>	SITE ACCESS DURING WORKS PERIOD
<u>20</u>	NOISE AND VIBRATION
<u>21</u>	AIR QUALITY AND DUST MANAGEMENT PLAN
22	EMERGENCY SERVICES ROUTES AND ACCESS BY THIRD PARTIES



<u>23</u>	POLICE REQUIREMENTS	15
24	SITE SECURITY	<u> 15</u>
<u>25</u>	OTHER CONSTRUCTION WORK IN THE LOCAL AREA	15
<u>26</u>	LIAISON AND GOOD NEIGHBOUR POLICY	16
<u>27</u>	CONSIDERATE CONSTRUCTORS SCHEME	16
<u>28</u>	THE CONSTRUCTION WORK GROUP (CWG)	16
<u>29</u>	PROTECTION OF THIRD PARTIES	17
<u>30</u>	NOTIFICATIONS	18
<u>31</u>	ON SITE STORAGE	18
<u>32</u>	CRANEAGE AND HOISTS	18
<u>33</u>	INDUCTION/SITE RULES/CONSULTATION	18
<u>34</u>	HEALTH AND SAFETY	19
<u>35</u>	FIRST AID	19
<u>36</u>	CONSTRUCTION ACTIVITIES	19
27	COMPLIANCE STATEMENT	10

## **APPENDICES**

Appendix 1 – Location Map

Appendix 2 – Project Timetable

Appendix 3 – Vehicle Approach and Maneuvering

Appendix 4/5 – Site location versus TFL routes

Appendix 6 – CWG meeting notes

Appendix 7 – Henderson Court Group meeting notes



#### 1 INTRODUCTION

This section provides a brief introduction of the site, its surroundings and the development proposals to which the CMP applies.

This is a construction proposal for the site whose address is 92 Fitzjohn's Avenue, Hamsptead in North London. It is proposed that the existing two storey house and garage are demolished and the car parking area on lower ground to the east, which was part of the adjacent North Bridge House School, is removed. In its place it is proposed to erect a replacement single storey dwelling with a lower ground floor element.

The site falls within the Fitzjohn's/Nethershall Conservation Area and is surrounded by three schools, namely St Anthony's Preparatory School, Fitzjohn's Primary School and North Bridge House Senior School as well as Henderson Court Age UK and Greenhill residential apartments. See Appendix 1 for the location plan.

## 2 Site Management / Phasing

The management of the project will be undertaken by Projektplus. Contact details for the site management team will be posted on the gate and will be passed on to the neighbours. During work hours and in case of any queries/complaints, the team can be contacted on:

#### **Project Management**

Projektplus Ltd
The Old Mill
Cobham Park Road
Surrey KT11 3NE
www.projektplus.co.uk
01932 589123

The site principal contractor for each stage of the works will be:

#### **Demolition & Groundworks**

D G Site Preperation Limited 3 Buccleuch Road, Datchet, Windsor, Berkshire, SL3 9BP www.dgsp.co.uk



#### Foundations and slabs

Glatthaar PO Box 631 Addlestone, Surrey KT15 9BG www.glatthaar.co.uk

#### House

BAUFRITZ (UK) Ltd The Workplace Oakington Road Girton Cambridge CB3 0QH www.baufritz.com

## 3 Description of the Project

**Demolition** – demolition of the existing two storey house sand the removal of all structures including the garage and the hard landscaping.

**Perimeter Wall abutting Henderson Court (North West)** – The proposal is for the existing fence to be replaced by a brick wall.

**Perimeter Wall abutting Greenhill (North West) –** The existing masonry wall and fencing will be retained.

**Perimeter Wall abutting North Bridge School (North East)** - The proposal is for the existing brick wall with fence to be replaced by a brick wall with a chain-link fence (boundary to be moved eastwards to reflect new boundary of site).

**Perimeter Wall abutting Fitzjohn's Primary School (South East)** - The proposal is for the existing fence to be replaced by a brick wall (eastern end) and the fallen down brick wall to be re-built (western end).

**Perimeter Wall abuffing St Anthony's School (South West)** - The proposal is for the existing fence to be replaced by a brick wall with a chain link fence.

**Substructure** - reinforced concrete slab on elastic bedding. Subject to confirmation of the structural engineer, it is anticipated that piling can be omitted.

**Superstructure** - A prefabricated timber frame manufactured off site.

**Roof Structure** - timber joist with green roof.



## 4 Project Time table (to be confirmed)

July 2015 – Project planned commencement date

July 2016 - Project planned finished date

Duration – 52 week

See Appendix 2 for more detailed timetable.

## 5 Sequential Project Phases

- 1. Site set up
- 2. Aboricultural work as set out in the AMS
- 3. Demolition
- 4. Ground Works including new retaining walls
- 5. Lower Ground floor slab
- 6. Ground floor slab
- 7. House Assembly
- 8. Internal fitout
- 9. Building perimeter walls
- 10. Landscaping

#### 6 Site Deliveries

All deliveries, loading and unloading of vehicles, and all other servicing carried out in connection with the permitted development shall only be carried out between the hours of 8.00am and 6.00pm Mondays to Friday and 8.00am to 1.00pm on Saturdays (though currently not planned), with no deliveries on Sundays or Public Holidays. All deliveries will be coordinated. Unregistered deliveries will be turned away.

70% of the total deliveries are associated with the delivery of the offsite manufactured house. The house will be delivered over a period of two weeks.

Where heavy wide loads will arrive on site, such as a mobile crane, we would seek to arrange for delivery outside the rush hour to avoid unnecessary congestion.



## 7 Expected Vehicle Sizes

During the construction period, different types of Vehicles will be used to transport materials to and from site but in the main the vehicles fall in the following categories:

- 7.5 26 tonne lorries
- Skip lorries 7.5 m long and 2.6m wide
- Eight wheel trucks 9.1m long and 2.6m wide
- Mobile cranes Liebherr 70 Tonne Crane 12,085m long and 2.750m wide.

The frequency of such vehicles arriving on site will be managed on a day to day basis and will be carried out under supervision to avoid the overlap with any school traffic.

# 8 Large vehicles over 3.5 tonnes

All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:

- 1. Operators must be a member of TfL's Fleet Operator Recognition Scheme or similar at the Bronze level.
- 2. All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3. All vehicles associated with the construction of the development must:
  - Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfactory of the vehicle owner that the lorry will not perform the function for which it was built if Side Guards are fitted.
  - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides a reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned maneuver
  - iii. Have a Class VI Mirror
  - iv. Bear prominents ignage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside

Some deliveries from Glatthaar and Baufritz will come from Germany. These drivers will not be members of the TfL Fleet operator recognition scheme. However through



governing law in Germany they will achieve an equivalent to the required standard.

## 9 Construction site layout and access

The main access to the site for all construction work will be via Henderson Court where a temporary access road will be provided. This is will be a new crossover from Fitzjohn's Avenue through the existing (but widened) opening across Henderson Court, running parallel with the existing access lane. This route has already been agreed with Henderson Court who are already using it for construction work that they are carrying out. Access will be coordinated with the Henderson Court contractor. Limited access for smaller vehicles and pedestrians may be made via the existing driveway into the site which is jointly owned by the applicant.

The access from Fitzjohn's Avenue is situated very close to the traffic light controlled T junction with Arkwright Road. This junction has been observed and it is a busy junction. This access will therefore require a banksman.

Please see Appendix 3 which shows the vehicles approach and the vehicle maneuvering and turning into the site entrance.

## 10 Parking and loading plans

Because the house is manufactured off site there is less need for areas for storage of materials or for parking of vehicles for contractors than is the case with traditional construction.

Parking will be strictly controlled on site and prohibited within any of the neighbouring properties. The construction staff will be encouraged to come to work via public transport.

All vehicles will be guided on to site by traffic marshals and during loading and unloading times the site gates will be kept closed to ensure site safety.

The construction does not assume using any on street parking bays as it is planned that all deliveries are undertaken on the site itself.

# 11 Public Highway



This site is set back from the public highway. There are therefore no requirements for hoarding or heras fencing on the public highway. Additionally, there are no plans for any works that need to be undertaken on the highway that would cause an overhang. All the work planned will be contained to within the site area.

## 12 Proposed TLRN Routes

The main access route to the site will be via Arkwright route from the A41. Please see appendices 4 and 5 for the site location in comparison to the main TFL routes. All contractors and suppliers will receive instructions with the chosen transport route.

#### 13 Protection of Buried Services

Within the site all services will be terminated by the appropriate Utility Service Providers prior commencement of any work.

## 14 Waste, Recycling and Contaminated Materials

During the demolition of the existing structures the materials on site will be segregated as far as possible. As the replacement house is manufactured off site on site waste is kept to a minimum.

Due to site restrictions all materials will be placed in skips on site and sorting will take place at the waste contractor's recycling facility.

The waste will be collected from the site by a licensed waste carrier.

Waste certificates will be collated for all waste deposited at Environmentally Controlled Waste Reception Centres.

Any hazardous waste that is removed from site will be monitored and tracked to record compliance with the site waste management plan.

Records will be gathered about the waste generated on site.

- Volume quantity to landfill /recycled.
- Type

#### 15 Welfare



Each contractor will provide welfare which shall provide sanitary convenience including a drying space and a rest room.

The maintenance of these facilities is to be kept to a high standard by the contractor to ensure the hygiene requirements.

## 16 Road safety

The site will be provided with suitable hard standing and wash down facilities for cleaning wheel of vehicles. Any accidental accumulation of mud on the highway will be removed without delay and in no circumstances left behind until the end of the working day.

#### 17 Site Hours

All contractors shall adhere to the Construction Code of Practice which limits the working hours to:

Monday to Friday 0800 hours to 1800 hours

Saturdays 0800 hours to 1300 hours (not planned)

Sunday and bank holidays No works

However, during the busy term times the hours for which the vehicles will arrive or depart will be planned carefully such that the schools' start and finish times are avoided.

On occasions when heavy wide loads will be delivered, the times of delivery will be carefully managed and the principal contractor or the project manager will be in attendance to supervise the delivery.

## 18 School Holidays

Where possible, noisy works will be carried out within the school holiday dates. The school exam times will be avoided and measures will be taken to ensure minimum disruption at these times.

All schools will be consulted with closely and their school holidays times will be obtained before the construction is fully underway.



## 19 Site access during works period

As explained above, construction access is via a temporary access through Henderson Court. The entrance will have double gates. The site manager shall process and log the workers visitors who turn up at the main gate.

A separate pedestrian access point is available and is the driveway shared with St Anthony's School. This access leads directly to the site compound.

Welfare facilities and site offices for the principal contractor and all subcontractors will be located within the secure compound.

Operatives can only access the site if they have received their mandatory induction, provided by the principal contractor.

Site notice boards will be displayed at the site entrance and will display the project particulars, contact details, access and egress procedure, site rules and all necessary health and safety information.



#### 20 Noise and Vibration

This project adheres to "The Code of Practice for Deconstruction and Construction Sites" – Seventh Edition May 2013

All contractors will adhere to the key legislation on noise and vibration as detailed in the:

- 1. Control of Pollution Act 1974
- 2. Environmental Protection Act 01990 (ss79-82)
- 3. BS 5228:1997, Code of Practice on Construction and Open Site.

All principal contractors shall ensure that disruptive sound levels will be kept to a minimum. A variety of measures will be used to reduce noise transmitted from site, this will include:

- Coordinated delivery times and efficient traffic management to prevent queues traffic accessing the site;
- Ensuring all plant has sound reduction measures (mufflers, baffles or silencers);
- Utilizing construction techniques that minimize the production of noise;
- Utilization of baffle system during the demolition process;
- Strict adherence to the site working hours;
- Using acoustic hoarding where necessary;
- Implement action plan where noise levels exceed acceptable levels;
- Positioning plant away from properties;
- Machines in use will be throttled down a to a minimum;
- Cutting operations will be kept off site as much as possible by prefabrication; and
- Localised shrouding of plant in accordance with BS5228...

All works will be carried out to ensure that the ground vibrations are contained within limits set out below:

- A peak particle velocity of 1mm/s at any occupied residential property;
- Peak particle velocity of 3mm/s at any other property in any orthogonal direction.



## 21 Air Quality and Dust Management Plan

As the site is located within a primarily residential area it is our intention to minimise the impact that the construction process could cause to the local environment and the neighbouring community. Given that the site is set away from the public highway the instances of dirt and debris fouling the highway is limited.

All care will be taken not to cause noise and dust pollution. Below are some actions that will be carried out to abate these problems.

Reduction in dust pollution and other airborne debris will be achieved by:

- We will establish air quality procedures to minimise dust generation and control plant and vehicle exhaust emissions;
- Ensue that all materials transported to and from site are in enclosed containers or fully sheeted;
- During dry periods the works are to be damped down to control the generation of dust;
- Ensuring materials have a minimum of packaging;
- Ensuring all polystyrene and similar lightweight materials are weighted down;
- Making sure all dust generating materials are adequately packaged;
- Provide regular road cleaning using road sweepers or brushes to control dust and must;
- Keeping the loading drop heights of spoil into lorries as low as possible; and
- Implementing an effective procedure to deal with complaints from third parties to ensure issues are dealt with efficiently and quickly, via an advised and dedicated telephone number.

In addition to the above provisions, the following measures will be taken to reduce any further negative effects on the environment:-

- Ensuring all contaminants kept on site are safely stored with the necessary procedures put in place for leaks and spillages etc.; and
- A waste management system will be implemented on site.

We treat environmental issues seriously and will carry out good management practices to minimise the effects of noise and dust on the environment and local community. We will also liaise with the local neighbours regarding any other sensitive environmental issues that need to be addressed.



# 22 Emergency Services Routes and Access by Third Parties

Access for emergency services on site will be via the existing access or the temporary construction access.

Calling the emergency services will be actioned in accordance with our site emergency procedures.

## 23 Police Requirements

No specific Police requirements are envisaged.

## 24 Site Security

The provision of fire escape routes, firefighting stations and alarm points, together with the site induction for staff, will ensure site safety.

The principal contractor will be responsible for seeing that all plant and materials are stored safely and securely after the workday ends.

The entire perimeter of the site will be enclosed with heras fencing and debris netting to increase site and public safety.

#### 25 Other Construction work in the local area

We are aware of ongoing roadworks on Rosslyn Hill, although this will not be a main route for construction vehicles. A planning application has been submitted to expand Fitzjohn's Preparatory School's premises on Arkwright Road (2014/7847/P) (these are not the premises adjacent to the application site). The application is still pending determination and there is no construction timetable set yet. Public consultation has taken place on proposals to demolish a student accommodation block at the corner of Prince Artur Road and Fitzjohn's Avenue, on the western side of Fitzjohn's Avenue, and replace it with sheltered housing. An application has not yet been submitted.



## 26 Liaison and Good Neighbour Policy

The aim is to keep the neighbourhood fully up to date on project timetable and construction methodologies. Within our site management team, a single point of contact will be made at a suitable level of seniority to liaise with the local neighbours.

A Senior Project Manager will be the liaison contact point throughout the contract and will have the ultimate responsibility on site and the necessary authority to direct operations.

Information will be distributed to the neighbours on a regular basis to advise them of our planned operations and any impact they will have upon them.

If necessary we will establish regular meetings for the community to discuss and ensure their opinion and requirements are aired and accounted for.

#### 27 Considerate Constructors Scheme

The project will be registered with the considerate constructor scheme, with the aim not only to achieve a high scoring but also to maintain these standards throughout the project.

Furthermore the project will adhere to "Camden's Considerate Constractor's Manual".

# 28 The Construction Work Group (CWG)

This group has been set up to give the surrounding residents an opportunity to air any concerns regarding the construction timetable and methodologies. The members of the CWG are the following:

- 1. North Bridge House Senior School
- 2. St Anthony's Preparatory School
- 3. Fitziohn's Primary School
- 4. Henderson Court
- 5. Greenhill Apartments
- 6. House designers, the appointed project architect
- 7. ShrimplinBrown, the planning consultant
- 8. Projektplus, the project management company



Prior to the submission of the planning application, a Construction Work Group (CWG) was set up where representative from all neighbouring properties were invited to attend. This CWG meeting was held on 10th February 2015. The invitees were contacted by email. Following the meeting the minutes were then circulated to all representatives. This was the first introduction to Projektplus, the project management company responsible for planning, implementing and overseeing the entire project. The CWG meeting minutes are attached in the Appendix 6.

The key issues raised at the CWG were:

- Henderson Court explained that their refurbishment works were ongoing and reminded the applicant that both parties had to liaise together over the shared temporary construction access.
- St Anthony's School highlighted the need to try and avoid peak traffic hours.
- Projectplus highlighted that because the new house is manufactured off site there is less need for space on site to store materials or for contractors to park vehicles.
- Neighbours asked for a weekly email update explaining what works were anticipated for the following week.
- Surrounding schools all keen to avoid noise during exam periods and end of year presentations/shows.
- Neighbours welcomed the Baufritz construction method which was quicker, quieter and caused less disruption in terms of dust.

A separate meeting was held with the residents of Henderson Court on 12 March 2015. This meeting was held at Henderson Court. The key issues raised were:

- The construction process and timescales. The applicant explained that these
  would be very similar to the previously approved scheme but the fact that the
  building is manufactured off site and erected on site in c2 weeks means it is
  much quicker and quieter.
- Reinstate the planting that is affected by the temporary construction access.

The Henderson Court meeting minutes are attached in the Appendix 7.

#### 29 Protection of Third Parties

All site activities are to be contained within the hoarding line and construction traffic will be carefully managed to ensure as little disruption as possible is caused to traffic or pedestrians on the adjoin roads or walkways. Specific loading and unloading areas have been designated inside the site boundary.

Where construction or demolition works are to be carried out above any adjoin land and there is a risk of falling materials, monaflex sheeting or debris netting will be installed as a safety precaution including scaffold fans.



#### 30 Notifications

During the Contractor mobilization period, following award of contract and possession of the site, communication will be set up with the following authorities:-

- Meeting with Building Control and Planning Authorities
- Liaison with local residents
- Highways Authority

#### 31 On Site Storage

"Just in time" deliveries will reduce the volume of onsite storage requirements. Secure storage of materials, plant, chemicals and gasses will be controlled in accordance with our Health and Safety Procedures and Environmental Policy.

#### 32 Craneage and Hoists

The majority of unloading will be by mobile cranes during a two weeks period. The lifting plan will be managed by the principal contractor. All activities and equipment will be in line with LOLER.

## 33 Induction/Site Rules/Consultation

The principal contractor is responsible for the induction of all workers and visitors on site.

Induction talks for operatives new to the site will include site rules which cover among other things:

- Behaviour toward others on site and nearby
- Drugs and alcohol
- Smoking areas
- PPE and safety issues
- · Welfare facilities and use of
- Security issues
- Emergency procedures
- Good and bad practice
- Site specific RAMS

Regular 'tool box talks' to be undertaken by the Principal Contractor and also all subcontractors to site operatives outlining a variety of relevant Health and Safety issues.



## 34 Health and Safety

The project is currently not notifiable under CDM Construction Design and Management Regulations 2007.

However we treat safety as a highest priority and has developed a successful programme of initiatives in order to improve Health and Safety awareness and performance on all our projects. These work by actively encouraging the operatives to think in a manner that assesses personal safety and the safety of others, not only on site but also throughout their lives.

The CDM legislation is due to change in April 2015 and this project will ensure that it is compliant with the change.

## 35 First Aid

The site will have First Aid attendance at all times. This is backed up by the sub contractors who also provide first aid trained staff who are identified by wearing green helmets.

#### 36 Construction Activities

The demolition and construction of the development will be carried out in accordance with detailed method statements and risk assessments.

## 37 Compliance Statement

The agreed contents of the agreed Construction Management Plan will be complied with unless otherwise agreed with the Council. The project manager will 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 will be approved by the Council and complied with thereafter.



**APPENDIX** 

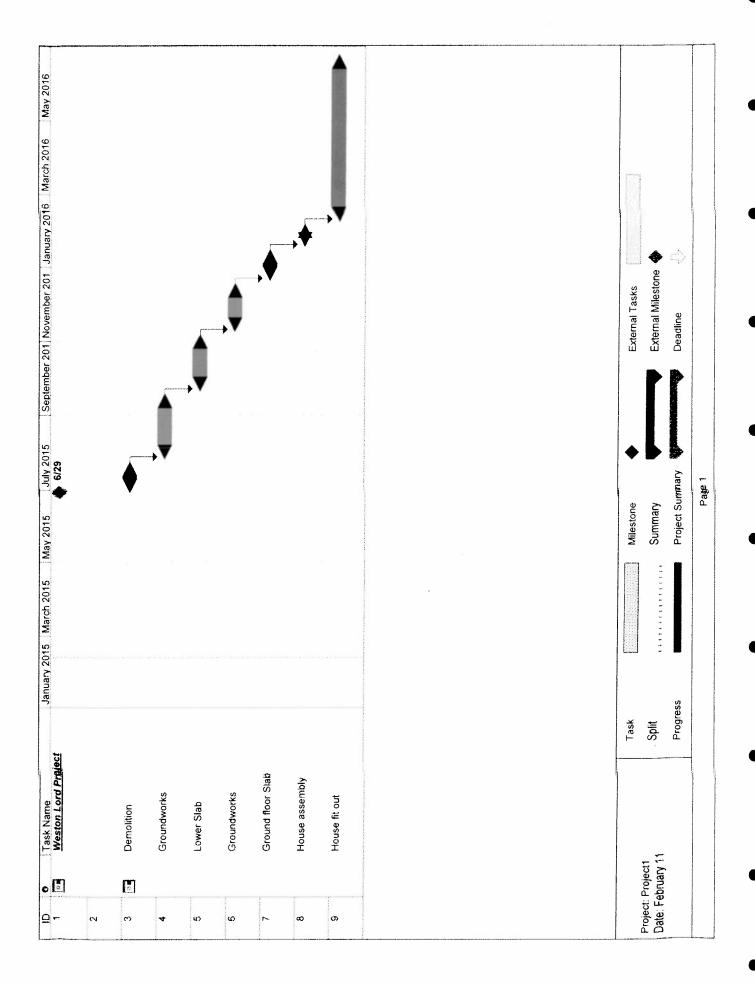


# Appendix 1 – Location Map



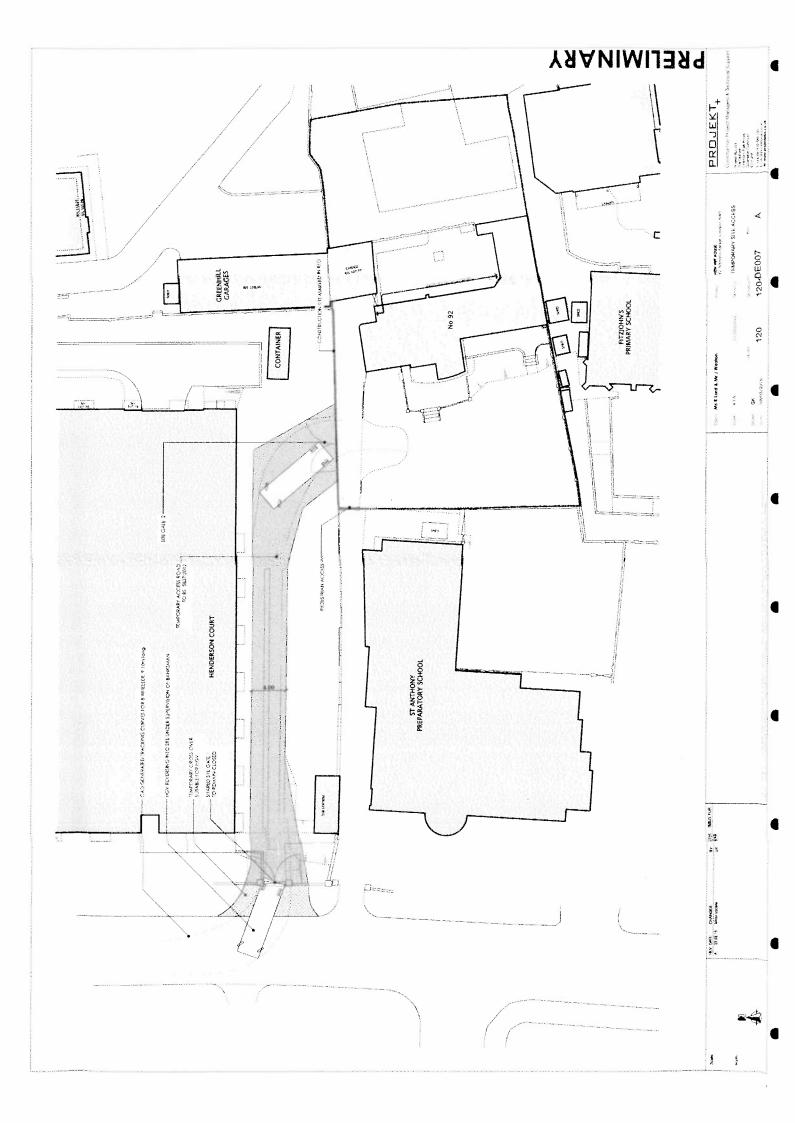


# Appendix 2 – Project Timetable



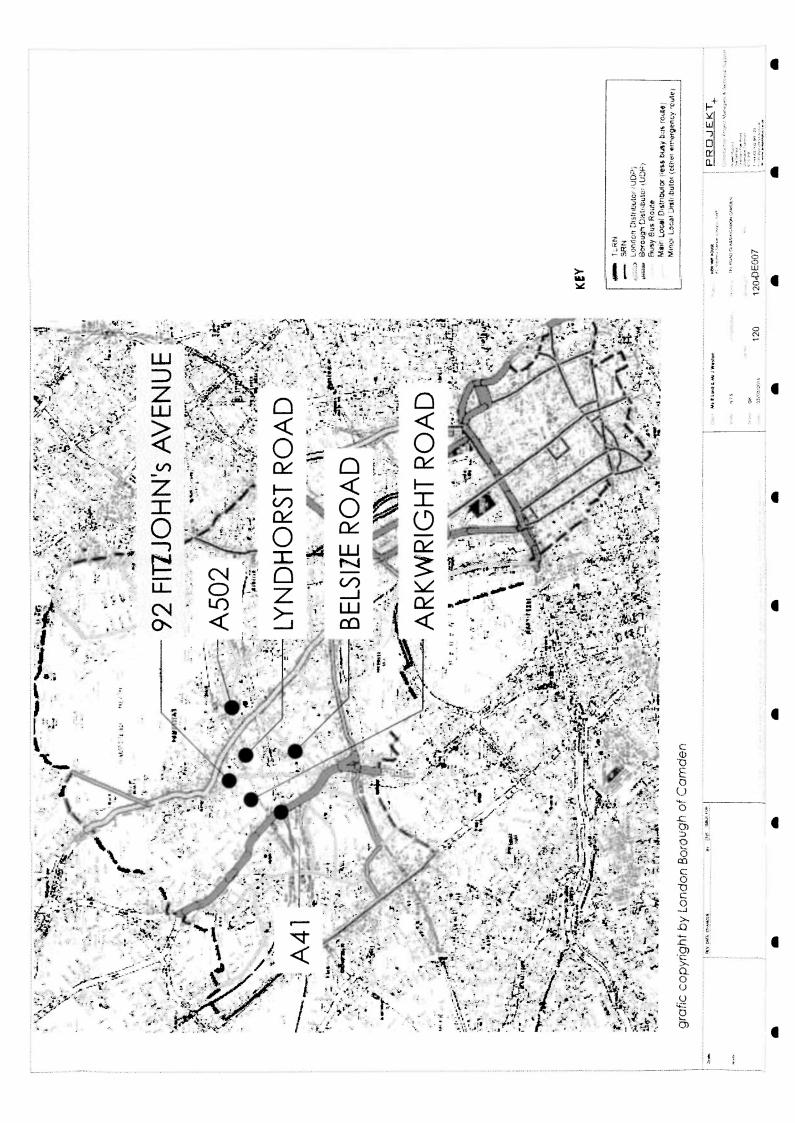


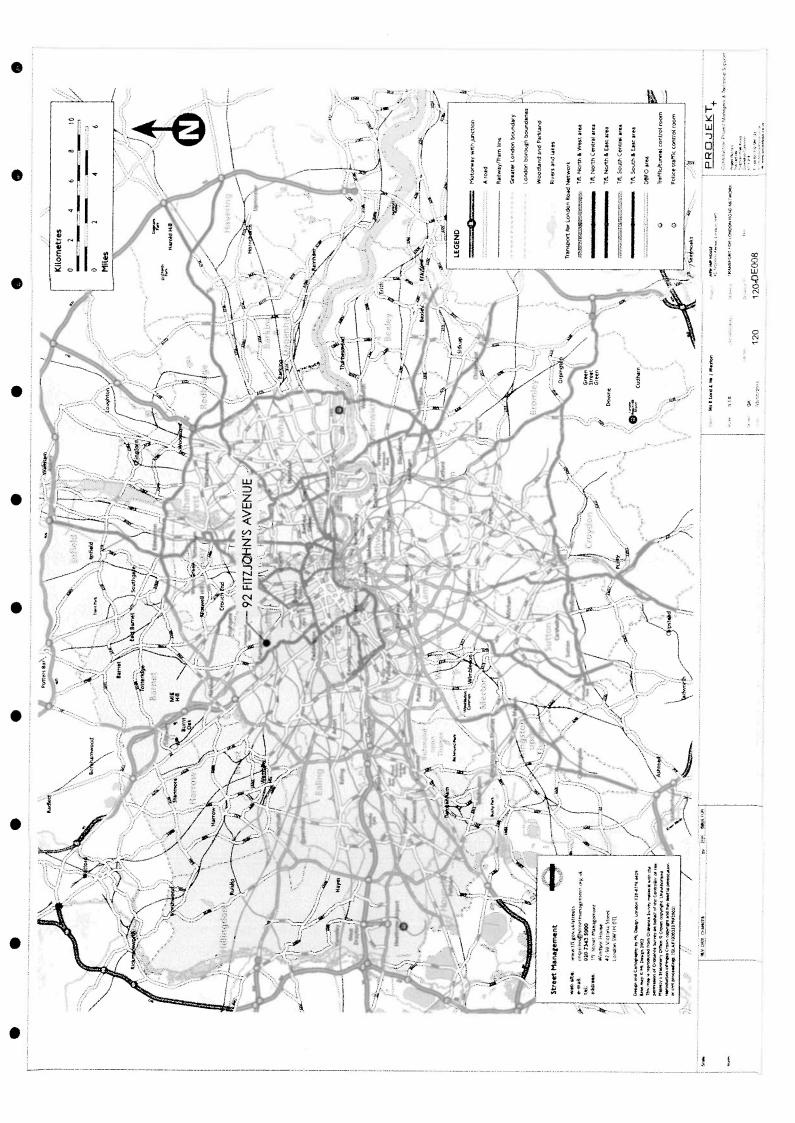
# Appendix 3 – Vehicle Approach and Maneuvering





# Appendix 4 & 5 -Site Location versus TFL Routes







# Appendix 6 – Construction Work Group, Meeting Notes



#### 92 Fitzjohn's Avenue, Hampstead

#### Construction Work Group meeting on 11 February 2014

#### In attendance:

Neighbours

Sarah Anderson (SA) St Anthony's Primary School

Alan Keane (AK) Cognita Schools Ltd (owners of North Bridge House School)

Harald Lipman (HL) Greenhill Hampstead Freehold Ltd.
Christopher Price (CP) Greenhill Hampstead Freehold Ltd.

Frank Swan (FS) Fitzjohn's Primary School

Deana Taziny (DT) Camden Council Laurie White (LW) Henderson Court

<u>Applicant</u>

Nick Blunt (NB) The House Designers (designer)
Nazy Sargood (NS) Projekt Plus (project manager)
Sascha Schneider (SS) Projekt Plus (project manager)

Robert Shrimplin (RS) ShrimplinBrown (planning consultant)

		Action
	Introduction	
1.	RS explained that he had previously met all of the neighbours in the context of previous discussions about this site. The site has planning permission for demolition of the existing house and the construction of a new family home. The owners have been working up the detailed design of the building but it has proven very expensive and full of uncertainties because of the bespoke nature of the project.	
2.	Neither the client nor the Council had any concerns with the previous scheme. It was approved unanimously by members at committee. It was simply the cost of building it which rendered it unviable.	
3.	<ul> <li>They now have revised plans for the site. The new scheme is very similar to the approved building, although we consider that it offers a number of advantages:</li> <li>It has been moved further away from the northern boundary and the "rearward" projections removed;</li> <li>Two of the taller elements have been removed; and</li> <li>The new building will be manufactured off site and assembled on site by a firm called Baufritz. This gives the building fantastic eco-credentials and can be assembled quickly (around two weeks) with the minimum of disruption to neighbours.</li> </ul>	



4.	The purpose of this meeting of the Construction Work Group is to explain to neighbours the new design and timetable for the project.					
5.	Baufritz					
6.	NB explained who Baufritz were. They are a family owned German company. Established in c1890. They build c80 houses per year in Germany. Have built c50 houses in the UK including some in London. Another company called Glattar, with whom they work with closely, does the groundworks and Baufritz builds from the slab upwards.					
7.	The new scheme closely follows the old scheme, but has made some important changes which will benefit neighbours, principally:  • The building has been pulled away from the north western boundary and the "rearward" projections have been deleted (this also makes the construction process much easier);  • Two of the three taller first floor elements have been deleted; and  • The construction process is much simpler, quieter and quicker.					
and a second second second	Design					
8.	NB talked through the scheme drawings.					
9.	Has a lower ground floor element on the lower part of the site which was the North Bridge House School car park. There is no basement level. Excavation is therefore limited. This is the same as the approved scheme.					
10.	Upper ground floor runs along the north western boundary of the site, the same as the approved scheme. The difference is that the proposed building has been pulled away from the north western boundary and the "rearward" projections have been deleted. There is a new projection southwards, but this is pulled away from the south eastern boundary and is narrower and less tall than the existing building which is hard up against the boundary. The driveway incorporates a turntable so that vehicles can arrive and leave on forward gear, i.e. eliminating the need to reverse down the drive.					
11.	There is one first floor element, namely a small office. This is in the same location as in the approved scheme, but is slightly lower and is further away from the boundary. The other two first floor elements in the approved scheme which abutted the boundary with Greenhill have been deleted.					
12.	The roof incorporates green roofs and areas for solar panels and solar water heating. The area of green roof is substantially larger than in the approved scheme.					



	There are two garden areas, one at the upper ground floor level and one at the lower ground floors. There is an increase in green garden space compared to the existing house.						
14.	As with the approved scheme all trees will be preserved. Because the building is being moved away from the north western boundary it will have less impact on trees in that location.						
15.	The design concept is for a simple, modernist house with a rectilinear form. Will be white render but with timber cladding to the rear north western boundary in order to integrate it with the boundary planting.						
17.	CP asked if there would said that there would be coming in from the sides stairs and a seat window 5m from the boundary mature sycamore tree. Court boundary but, againg garden space. There were NB summarised difference proposal:	se two blind bays and top). There and top. There are the separated by a separated by a separated be separated by separated be separated by separated be separated by separated	(i.e. with no view will also be a windone side of the Green mall garden space a seat window opportion the boundary smilar location on the	outwards but light ow at the top of the shill garages and are which contains the osite the Henderson separated by a small e approved scheme.			
	Existing (m <sup>2</sup> ) Permitted (m <sup>2</sup> ) Proposed (m <sup>2</sup> )						
		Existing (m²)	Permitted (m²)	Proposed (m²)			
	Floor area (total GIA)						
	Floor area (total GIA) Footprint (GEA) - Dwelling inc. Garage but excl. ancillary structures	Existing (m <sup>2</sup> ) 329.4 212.8	Permitted (m²) 566.3 434	Proposed (m²) 569.5 410.7			
	Footprint (GEA) - Dwelling inc. Garage	329.4 212.8	566.3	569.5			
	Footprint (GEA) - Dwelling inc. Garage but excl. ancillary structures GEA at first floor level (including vaulted spaces in consented	329.4 212.8	566.3 434	569.5 410.7			
18.	Footprint (GEA) - Dwelling inc. Garage but excl. ancillary structures GEA at first floor level (including vaulted spaces in consented design) Height (highest point	329.4 212.8 149.3	566.3 434 95.2	569.5 410.7 42.7			



20.	St Anthony's School: existing timber closed panel fence to be replace with a brick wall. Existing mesh fence on the St Anthony's side which goes from the ground to above the fence will be replaced for the part of the boundary which encloses the playground. Mesh will be 1m taller than existing in order to limit balls being kicked over.	
21.	SA asked what would happen with the section of collapsed wall which separated Fitzjohn's School and St Anthony's School. NB explained that this was outside his client's ownership and outside the application red line boundary but could no doubt be replaced at the same time, subject to agreement with his client.	SA/ FW/ NB
22.	Greenhill: boundary left untouched. Building has been moved away from the boundary, although still close enough that the foundations are likely to require a party wall agreement.	
23.	Henderson Court: replace wooden fence with a brick wall of similar height.	
24.	North Bridge House: same treatment as St Anthony's School, i.e. brick wall in front of which is a mesh fence on the North Bridge House side from the ground rising above the wall. AK said that this area of the School is off limits to the pupils (because it has poor visibility) and so the Headmaster may prefer a more aesthetically pleasing treatment. Have used larch on the swimming pool.	AK
	Construction process	
25.	SS explained that Baufritz is an exceptionally sustainable building model. For example, the off cuts of wood from the manufacture of the panels which make up the house are made into wood chips which are used within the walls for insulation.	
26.	The house is manufactured off site in a controlled environment and then assembled on site. This allows the house to achieve extremely high standards of energy sustainability and costs to be controlled, as well as enabling a very quick construction process. The process is extremely modern and high tech – completely different from post war pre-fabricated buildings.	
27.	Projekt Plus are a project management firm that specialises in managing the process of erecting pre-fabricated buildings. They want a process that runs smoothly for everyone: client, contractors and neighbours.	
28.	SS showed photos of a scheme Projekt Plus have completed with Baufritz in Muswell Hill. The site was much tighter than 92 Fitzjohn's Avenue but was still achieved with minimum disruption to neighbours.	



	of the building (removing the glass and timber etc.) before pulling down the shell. Demolition takes 2-3 weeks. Rubble is sorted on site and removed in a safe manner.	
30.	The slab will be laid by a specialist ground works contractor called Glattar. This will take 2-3 weeks. Projekt Plus are currently liaising with the structural engineer to try to minimise the piling (it is expensive for the client and disruptive to neighbours). Unlikely to use sheet piling which is hammered into the ground. Instead use augur piling which is drilled into the ground, making it less noisy/disruptive and resulting in more stable/precise piles.	
31.	Want to try and have all utilities for the site put in at the same time as the ground works, but not always possible as utilities companies are difficult/slow.	
32.	The erection of the new house is likely to take 2-3 weeks. It will be made up of panels which are smaller than normal in order that they can be fitted on smaller trucks, this making it easier to get the panels into the site.	
33.	First fix is limited as the panels come with all necessary ducting etc. already built in. The exterior of the house will only need to be rendered and the timber cladding screwed into place. This process is therefore very quick and quiet.	
34.	In terms of access, this will be through Henderson Court. This is the same as for the previously approved scheme. Will apply to the Council for a temporary cross over in order to protect the pavement and pedestrians. There will also be a banksman guiding traffic.	
35.	LW felt the new scheme was exciting and interesting. An improvement on previously approved scheme. One comment: Henderson Court are currently having their roof redone and will soon begin the process of having 72 new kitchens and bathrooms fitted. This is likely to spread over the summer and into the autumn. Will need to co-ordinate the two developments. DT advised SS talk to her about this.	SS/ NS
36.	SS said that they are not anticipating much construction traffic using the shared drive with St Anthony's School. Larger vehicles will all use the temporary construction access. Some smaller vehicles may use the shared drive.	100 (100 (100 (100 (100 (100 (100 (100
37.	Parking for contractors will be in the upper garden of the site. Because the house is manufactured off site there is no need to store construction materials on site, this creating a space to park vehicles.	
38.	Contractors all come from Germany so they have to be carefully organised to come in succession. This means they are not all working at the same time, so the site should not be overwhelmed with vehicles.	



	Timetable	
39.	NS explained the construction timetable. The key element is the first stage, i.e. demolition (1 July for two weeks) and ground works (mid-July for 6-8 weeks), which are being timed to coincide with the School holidays so as to minimise disruption to the pupils' studies. However, keen to hear from the schools about term dates.	AK/ SA/ FS
40.	SA said that period 1-10 July was busy with various school events.	SS/ NS
41.	FW said that School did not break up until 22 July. Also got a couple of weddings being held at the School over the summer, but these will be at the weekend.	SS/ NS
42.	AK happy with the scheme but want to ensure that noisy period does not affect exams.	SS/ NS
43.	DT asked if another presentation could be made to residents at Henderson Court, similar to previously. Also advised that their party wall solicitor had recently been in touch.	SS/ NS
44.	<ol> <li>CP had three issues with the previous scheme:         <ol> <li>Dust and noise/ not worried about his for the new scheme. Evidently much better.</li> <li>Greenhill were concerned that their garden space would be overshadowed by a 7m tall brick wall which also obscured views of London. NB explained that the two taller first floor elements had been removed, thus eliminating this problem.</li> <li>Greenhill have aspirations to add a first floor to the garage block in their grounds which abuts the application site. Any window on the rear elevation would make this harder. NB explained that there would be two blind bays (i.e. with no view outward but light coming in from the sides and top). There will also be a window at the top of the stairs and a seat window, but these face the side of the Greenhill garages and are 5m from the boundary separated by a small garden space which contains the mature sycamore tree.</li> </ol> </li> </ol>	SS/ NS

ShrimplinBrown 19 February 2014



# Appendix 7 – Henderson Court Group, Meeting Notes



#### 92 Fitzjohn's Avenue, Hampstead

### Construction Work Group meeting with Henderson Court on 12 March 2015

#### In attendance:

Henderson Court	
Nduka Agada (NA)	Sheltered Services Manager
Roger Hellier (RH)	Manager, Henderson Court
Deana Taziny (DT)	Camden Council
Laurie White (LW)	Henderson Court
<u>Applicant</u>	
Nick Blunt (NB)	The House Designers (designer)
Nazy Sargood (NS)	Projekt Plus (project manager)
Sascha Schneider (SS)	Projekt Plus (project manager)
Robert Shrimplin (RS)	ShrimplinBrown (planning consultant)
John Weston (JW)	Applicant

	Action
Introduction	
JW explained that he lived at 92 Fitzjohn's Avenue. He and his family have lived there for 10 years. Last year they gained planning permission for demolition of the existing house and the construction of a replacement family home. They agreed a licence with Henderson Court to allow construction access through their land last year. However, the approved replacement house proved very expensive and full of uncertainties because of the bespoke nature of the project.	
They now have revised plans for the site. The new scheme is very similar to the approved building, but will be manufactured off site in Germany and then delivered to the site. Handed over to NB to explain the design of the scheme.	
NB explained who Baufritz were. They are a family owned German company. Established in c1890. They build c80 houses per year in Germany. Have built c50 houses in the UK including some in London. Another company called Glattar, with whom they work with closely, does the groundworks and Baufritz builds from the slab upwards.	The state of the s
In terms of construction the groundworks will be very similar to the previously approved scheme. The above ground works, however, are very different as the house itself can be erected in around two weeks.	
	JW explained that he lived at 92 Fitzjohn's Avenue. He and his family have lived there for 10 years. Last year they gained planning permission for demolition of the existing house and the construction of a replacement family home. They agreed a licence with Henderson Court to allow construction access through their land last year. However, the approved replacement house proved very expensive and full of uncertainties because of the bespoke nature of the project.  They now have revised plans for the site. The new scheme is very similar to the approved building, but will be manufactured off site in Germany and then delivered to the site. Handed over to NB to explain the design of the scheme.  NB explained who Baufritz were. They are a family owned German company. Established in c1890. They build c80 houses per year in Germany. Have built c50 houses in the UK including some in London. Another company called Glattar, with whom they work with closely, does the groundworks and Baufritz builds from the slab upwards.  In terms of construction the groundworks will be very similar to the previously approved scheme. The above ground works, however, are very different as the



5.	<ul> <li>In terms of design the new scheme closely follows the old scheme, but has made some important changes which will benefit neighbours, principally:</li> <li>The building has been pulled away from the north western boundary and the "rearward" projections have been deleted (this also makes the construction process much easier);</li> <li>Two of the three taller first floor elements have been deleted; and</li> <li>The construction process is much simpler, quieter and quicker. The new building will be manufactured off site and assembled on site. This gives the building fantastic eco-credentials and can be assembled quickly (around two weeks) with the minimum of disruption to neighbours.</li> </ul>	
6.	NB talked through the scheme drawings.	
7.	Has a lower ground floor element on the lower part of the site which was the North Bridge House School car park. There is no basement level. Excavation is therefore limited. This is the same as the approved scheme.	
8.	Upper ground floor runs along the north western boundary of the site, the same as the approved scheme. The difference is that the proposed building has been pulled away from the north western boundary and the "rearward" projections have been deleted. There is a new projection southwards, but this is pulled away from the south eastern boundary and is narrower and less tall than the existing building which is hard up against the boundary.	
9.	There is one first floor element, namely a small office. This is in the same location as in the approved scheme, but is slightly lower and is further away from the boundary. The other two first floor elements in the approved scheme which abutted the boundary with Greenhill have been deleted.	
10.	The roof incorporates green roofs and areas for solar panels and solar water heating.	
11.	Baufritz is an exceptionally sustainable building model. For example, the off cuts of wood from the manufacture of the panels which make up the house are made into wood chips which are used within the walls for insulation.	
12.	There are two garden areas, one at the upper ground floor level and one at the lower ground floors. There is an increase in green garden space compared to the existing house.	The second secon
13.	As with the approved scheme all trees will be preserved. Because the building is being moved away from the north western boundary it will have less impact on trees in that location.	
<u></u>		



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14.	The design concept is for a simple, modernist house with a rectilinear form. Will be white render but with timber cladding to the rear north western boundary in order to integrate it with the boundary planting.	
15.	The boundary with Henderson Court is currently a 1.8m wooden fence. This would be replaced by a brick wall of similar height.	***************************************
16.	NS introduced herself as the project manager. She will be the day to day manager for the project. This is a construction site and so no point pretending that there will be no noise or no heavy vehicles. However, her role is to manage the process to ensure as little impact as possible on residents.	
	Question and answer session	
17.	Q: will the foundations use hammer piling? A: at this stage not sure if it will be piled at all. If piles are used they will be augur piling which is drilled into the ground, making it less noisy/disruptive and resulting in more stable/precise piles.	
18.	Q: how long will it take to construct the house? A: demolition takes 2-3 weeks, laying of slab 2-3 weeks (total groundworks is four months), erecting the house takes 2-3 weeks, 6 months internal fitout.	Linguistic
19.	Q: will any trees be removed? A: all large trees on and off site will be retained. Some smaller trees may need to be removed.	
20.	Q: what is the construction access? A: will be the same as is currently being used for the refurbishment of Henderson Court, i.e. from Fitzjohn's Avenue along the side of Henderson Court. This will be used for all large construction vehicles. Some smaller vehicles will use the existing driveway into the site.	
21.	Q: will there be noise screens in order to limit the impact of noise?  A: we looked into this previously but the screens would block out light to Henderson Court. The key way in which noise will be limited is by the construction process which is much quieter than a traditional build as the house is manufactured off site and erected on site. There will also be less vehicle movements as a result.	2007
22.	Q: when do works expect to start? A: hoping to start work at the beginning of the summer. We appreciate that this is the time when local residents are most likely to have their windows open and be outside but we are conscious that the site is surrounded by three schools and we want to minimise disruption to the students by taking advantage of the time when the pupils are on holiday.	



23.	Q: what will the hours of work be? A: normal working hours of 8.00am - 6.00pm Monday to Friday and 8.00am - 1.00pm on Saturdays (though currently not planned to work on Saturdays), with no deliveries on Sundays or Public Holidays.	
24.	Q: will the site be secured at night? A: yes. There will be a gate across the access into the site. The site will be enclosed by the existing boundaries and, where necessary, by temporary fencing. The contractor is as keen as the neighbours to ensure that the site is safe and secure.	
25.	Q: will any trees within Henderson Court that are lost be replanted? A: this will not form part of the planning application as it is not within the application site. However, the agreement with Henderson Court for the temporary construction access is likely to include making good the temporary access.	
26.	Q: how will demolition be undertaken? A; would like to encase the building in scaffolding and sheeting in order to limit its impact on the wider area. Lots of materials would be removed by hand, allowing materials to be sorted and recycled. The process of physically knocking down the building takes about one week.	

ShrimplinBrown 19 March 2015

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### THE SECOND SCHEDULE

### DRAFT PLANNING PERMISSION





Regeneration and Planning Development Management London Borough of Camden Town Hall Judd Street London WC1H 8ND

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

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

Application Dof: 2015/1956/D

Application Ref: 2015/1856/P

28 July 2015

3rd Ayrot 2015 PI

Dear Sir/Madam

ShrimplinBrown

ShrimplinBrown

Lion House

Woking

Surrey GU22 8AR

Oriental Road

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:

92 Fitzjohn's Avenue London NW3 6NP

Proposal:

Erection of two storey dwellinghouse

Drawing Nos: Site Location Plan P094-100 Rev A; 101; 102; 103; 104; 405; 406; 107; 108; 109; 110; 111; 112; 113; 114; 115; 116; 117; 201; 202; 203; 204; 205; 206; 105 Rev A; 106 Rev A; 107 Rev A; 108 Rev A; Design & Access Statement dated February 2015; Planning Statement and Conservation Area Assessment by Shrimplin Brown dated March 2015; Arboricultural Method Statement by Adam Hollis dated 20th March 2015; Construction Management Plan by Projekt Solutions dated 3rd March 2015; Code for Sustainable Homes Pro Assessment by SRE dated 24th February 2015; Sustainability and Energy Statement by SRE dated 11th March 2015; Daylight Sunlight Report by XC2 Energy dated February 2012; Daylight Sunlight Design Note by XC2 Energy dated 12th February 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.

Ecology Report by LUC dated 20th January 2015; samples of facing materials.

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**.

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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).

er of x

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan P094-100 Rev A; 101; 102; 103; 104; 105; 106; 107; 108; 109; 110; 111; 112; 113; 114; 115; 116; 117; 201; 202; 203; 204; 205; 206; 105 Rev A; 106 Rev A; 107 Rev A; 108 Rev A; Design & Access Statement dated February 2015; Planning Statement and Conservation Area Assessment by Shrimplin Brown dated March 2015; Arboricultural Method Statement by Adam Hollis dated 20th March 2015; Construction Management Plan by Projekt Solutions dated 3rd March 2015; Gode for Sustainable Homes Pre-Assessment by SRE dated 24th February 2015; Sustainability and Energy Statement by SRE dated 11th March 2015; Daylight Sunlight Report by XC2 Energy dated February 2012; Daylight Sunlight Design Note by XC2 Energy dated 12th February 2012; Ecology Report by LUC dated 20th January 2015; Samples of facing materials.

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

The proposed development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. The whole of the cycle parking provision shall be permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (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.

4 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of the new residential dwelling.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage during demolition and construction works to the satisfaction of the Council. Tree protection and site monitoring shall be undertaken in accordance with the recommendations of the Arboricultural Method Statement and Tree Protection Plan ref: TSS/92FJA/AMS/01a hereby approved, and shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to design, demolition and construction".

Reason: To ensure 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.

Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority before the relevant works on site are commenced (but for the avoidance of doubt, not before demolition commences). The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities 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.

Prior to first occupation of the development the bird and bat boxes shall be installed in accordance with the approved plans and the approved ecology report (LUC, 20/01/15) and retained thereafter.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2011, Camden Planning Guidance 2011 and policy CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

Full details in respect of the green roof shall be submitted to and approved by the local planning authority before the relevant part of the development commences (but for the avoidance of doubt, not before demolition commences). The green roof shall be a maximum 25% sedum and minimum 75% biodiverse. The details shall include species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13 (Tackling climate change and promoting higher environmental standards), CS15 (Protecting and improving our parks and open spaces & encouraging biodiversity) and CS16 (Improving Camden's health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

9 Prior to first occupation of the building, detailed plans showing the details, location and extent of photovoltaic cells and solar water heaters to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the **development provides** adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 (Tackling climate change and promoting higher environmental standards) of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 [and DP25 if in CA] of the London Borough of Camden Local Development Framework Development Policies.

The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved Sustainability and Energy Statement by SRE dated 11th March 2015. Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted to and approved in writing by the Local Planning Authority and shall be retained and maintained thereafter.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and DP22 (Promoting sustainable design and construction).

All site operatives must be made aware of the possible presence of protected species during works. If any protected species or signs of protected species are found, works must stop immediately and an ecologist should be contacted. The applicant may need to apply for a protected species licence from Natural England, evidence of which should be submitted to the Local Authority.

Reason: To ensure the development contributes towards the protection and creation of habitats and valuable areas for biodiversity, ensuring compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) and in accordance with policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

#### 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 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/environment/contact-the-environmental-health-team.en 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 proposal is for the erection of a two storey dwelling. There is extant

conservation area consent for the demolition of the existing house (2013/1448/P), and permission for the erection of a two storey house of similar size in the same location (2013/1119/P). This was subject to a section 106 agreement for a construction management plan and sustainability review. The overall size of the proposed building has been slightly reduced, in terms of height and footprint, compared to the previously approved scheme.

The proposed dwelling would be of a high quality design with timber cladding to the north elevations and white render to the south, details of which have been submitted and considered acceptable. The low scale of the proposed dwelling would result in the development having minimal impact on the area, and given the limited visibility of the site and the proposed design the scheme would not impact on the character and appearance of the area or setting of the adjoining listed building. The house has been set to the north of the site; improving outlook, providing south facing amenity space and reducing the impact on neighbouring properties. The proposed dwelling would result in a neutral response to the area whilst providing a high quality living environment and would preserve the character and appearance of the building as well as sub-area 1 of the Conservation Area.

The proposed dwelling would provide a large four bedroom house over two floors. The overall floorspace, and bedroom sizes, would meet the residential development standards of the Camden Planning Guidance (CPG2) and the London Plan. The dwelling would meet all the necessary Lifetime Homes criteria, and a condition will ensure that the features referred to will be implemented and retained thereafter.

The applicant has submitted a daylight/sunlight report which concludes that the development will not have a significant impact on daylight to surrounding properties. Henderson Court and Greenhill face the application site with windows within 90° of due south. As these windows pass the 25° test and the report considers that they would continue to receive an adequate amount of sunlight. The proposed dwelling is slightly lower than the previously approved scheme which was not considered to have a detrimental impact on daylight or sunlight to neighbouring properties.

The proposed building would be set back at least 11m from the boundary with Fitzjohn's School to the south east. Due to the topography of the site the school grounds are at least 2m lower than the proposed dwelling, as such it is considered that overlooking of the playground and the school buildings would be reduced when compared to the existing situation The proposed building would be 11m from St Anthony's School to the south west, but there are no windows to the proposed flank elevation directly facing the school. There are no windows proposed for the north east flank elevation, the only views of North Bridge School would be oblique views from the front of the dwelling and due to the angle and the proposed planting this is not considered to be significant. Two windows are proposed for the north west elevation, both at ground floor level, and would not directly face Henderson Court or Greenhill and would be obscured by the existing boundary and planting. Due to the low height of the proposed building and the distance from neighbouring sites it is not considered that the proposal would result in a loss of outlook for

adjoining occupiers.

#### 4 Reasons for granting permission (continued)

It is proposed to replace the existing double garage with one allowing parking for a single car. Camden Planning Guidance (CPG7) advises that existing parking rights can normally be retained on development sites, where it can be demonstrated that existing occupiers are to return to the address when it is completed. In this case the existing occupiers are returning and it is considered that the retention of a single off street parking space is acceptable. The previous scheme included a double garage. Storage for 2x cycles is proposed for the garage which is in line with the requirements of the London Plan.

A construction management plan has already been agreed as part of the previous section 106 agreement and accompanies this application. The approved CMP will form part of the new legal agreement.

Passive design measures are proposed to be integrated into the architecture of the building to reduce energy demand. A green roof, photovoltaics and solar water heaters are proposed for the roof, along with rainwater harvesting for irrigation. Details of these will be secured by condition. The applicant has submitted a Code for Sustainable Homes pre-assessment which indicates that the proposal would achieve Level 4. This is no longer required and a condition will require the sustainable measure outlined in the submitted energy statement to be implemented.

The applicant has submitted an arboricultural impact assessment and method statement. The arboricultural report is considered acceptable in terms of the impacts it describes. But surveys confirmed that no roosts were recorded in the building, with no bats observed emerging from the building. Detail of the proposed bird and bat boxes are acceptable and a condition will require them to be installed in line with the approved ecology statement.

The demolition of the existing house would result in some loss of historic interest, however this is minimal due to the age, alterations and common nature of the building. Moreover this harm is mitigated by the improvements to the energy performance and interior of the building. In overall terms the scheme is considered to both preserve and enhance the character and appearance of the dwelling as well as sub-area 1 of the Fitzjohn's/Netherhall Conservation Area. The development would also involve the loss of 8x parking spaces in the North Bridge House car park, but this would still allow the school to retain at least 24 parking spaces.

One objection was been received regarding the impact of noise and pollution on residents of Henderson Court. The new dwelling is not considered to have a significantly greater impact than the existing house. Noise and other impacts associated with demolition and construction are controlled by Environmental Health legislation. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5, CS6, CS8, CS11, CS13, CS14, CS15, CS16 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP6, DP16, DP17, DP18, DP19, DP20, DP21, DP22, DP23, DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.5, 5.3, 5.11, 6.9, 6.13, 7.4, 7.6, 7.8, 7.19 and 7.21 of the London Plan 2011; and paragraphs 14, 17, 29-41, 56 -66, and 93-141 of the National Planning Policy Framework.

The London Borough of Camden introduced the Community Infrastructure Levy (CIL) on the 1st of April 2015 to help pay for local infrastructure. This is in addition to the Mayoral CIL which helps fund the Crossrail introduced 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 the CIL charge.

The proposed CIL charge will be calculated in accordance with the regulations set out in Part 5 of the Community Infrastructure Levy Regulations 2010 (as amended). For further information on the Camden CIL or Mayoral CIL charge please refer to the information on the Camden website which may be accessed via the following link: http://www.camden.gov.uk/ccm/cms-service/stream/asset/?asset\_id=3298006

You are required to assume liability and notify the CIL team on commencement using the forms that can be downloaded from the planning portal; http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

We will issue an assumption of liability setting out the calculation and CIL demand notice setting out the method of payment accordingly. 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 queries to CIL@Camden.gov.uk

Active bird nests are protected under Part 1 of the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests are highly likely to be present within the site during peak nesting season, considered by Natural England as between 1 March and 31 July. It should be noted that active nests are afforded legal protection at all times and can be encountered throughout a nesting season which may extend between mid February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be

- cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests are absent. For further information contact Natural England on 0845 600 3078.
- Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.
- A precautionary working approach to demolition where protected species might be present should be followed including the careful removal by hand of features which could support bats, including roof tiles, lead flashing and fascia boards.
- 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.
- 10 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc. would constitute a material change of use and would require a further grant of planning permission.
- 11 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 12 You are reminded that demolition of the existing building does not form part of this permission. Consent to demolish the existing building was granted on 28/06/2013 under reference 2013/1448/C, subject to a contract for the carrying out of the works of redevelopment of the site being made and full planning permission being granted for the redevelopment for which the contract provides. This consent expires on 28/06/2016 and works to implement the proposal must have commenced by then.
- 13 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up-to-date ecological information and this will help in future decision making

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

Culture and Environment Directorate



DEGISION



Date:

24 July 2015

Our Reference:

CLS/PK/1781.193

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

DX 161055 Kings Cross 4 Direct 020 7974 5647

Fax 020 7974 2962 e-mail: patrick.kelly@camden.gov.uk

www.camden.gov.uk

RACHEL LORD and JOHN BARRY WESTON c/o Clifton Ingram LLP

#### This is not a VAT invoice

#### **FEES**

Re: Town and Country Planning Act 1990 (as amended) Section 106 Agreement

#### 92 FITZJOHN'S AVENUE - 2015/1856/P

To: our professional charges rendered in connection with the preparation, revision and completion of the Section 106 Agreement to include consideration of the planning file; and reports, correspondence and notes, verifying title, correspondence and attendances throughout, settling and completing the Agreement and grant of planning permission.

Monitoring Fees (£531 per head of term) 531.00

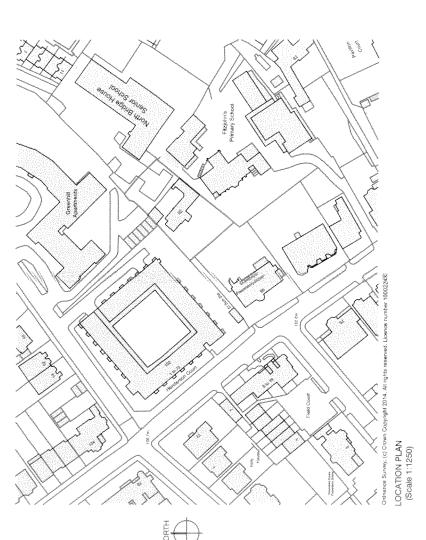
Disbursements: HM Land Registry - Official Copies 32.00

TOTAL £1,243.00

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## THE THIRD SCHEDULE PLAN OF THE PROPERTY





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DATED 28 August 2015

#### (1) RACHEL LORD and JOHN BARRY WESTON

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

92 Fitzjohn's Avenue London NW3 6NP

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

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

Tel: 020 7974 5647 Fax: 020 7974 2962

CLS/PK/1781.193 (final)