

**SHADOW S106 AGREEMENT
TO BE READ IN CONJUNCTION WITH
PLANNING PERMISSION REFERENCED 2016/6088/P DATED 30 JUNE 2017**

Your Reference: 2016/6088/P
Our Reference: 2016/6088/P
Enquiries to: Aidan Brookes

David Joyce
Director of Regeneration and Planning
London Borough of Camden
5 Pancras Square
London N1C 4AG

Dear David

**HIGHGATE NEWTOWN COMMUNITY CENTRE – PLANNING APPLICATION
REFERENCE 2016/6088/P**

(SHADOW) SECTION 106 AGREEMENT

I refer to the above matter.

Condition 29 (Need for a Legal Agreement) of the above-referenced planning permission states that:

*“ In the event that any owners of the land have the relevant legal locus to enter into a Section 106 Agreement no works shall progress on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in this notice of planning permission and those obligations shall apply to all conditions above marked with ** which supersede those of permission 2016/6088/P.”*

I have read and understood the obligations contained in the attached shadow s106 Agreement.

I hereby confirm that the Development Department, in the construction and operation of the proposed development at Highgate Newtown Community Centre, will comply with the conditions marked with an asterisk in the planning permission referenced 2016/6088/P in the manner set out in the obligations contained within the attached Section 106 agreement.

Yours sincerely



Neil Vokes

Director of Development

London Borough of Camden

DATED

2017

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

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

A G R E E M E N T

**relating to land known as
Highgate Newtown Community Centre, 25 Bertram Street, London N19 5DQ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

Tel: 020 7974 1918

Fax: 020 7974 2962

**G:\case files\culture & env\planning\lmm\s106 Agreements (2016/6088/P)
CLS/COM/LMM/1685.**

THIS AGREEMENT is made the day of 2017

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part

- ii **MORTGAGEE** of (hereinafter called " ") of the second part

- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]

- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of
Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the
fourth part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Number [subject to a charge to the
Mortgagee].

- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.

- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 10 November 2016 and the Council resolved to grant
permission conditionally under reference number 2016/6088/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number _____ and dated _____ (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-


- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "Basement Approval in Principle Application" an application to the Council's Highways Structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
- 2.4 "Basement Approval in Principle

Contribution”	the sum of £1,800 (one thousand eight hundred pounds) to be applied by the Council in event of receipt towards the assessment by the Council’s Highways Structural team of the Basement Approval in Principle Application
2.5 “Carbon Offset Contribution”	the sum of £52,380 (fifty two thousand three hundred and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.6 “the Certificate of Practical Completion”	the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed
2.7 “CHP Air Quality Assessment”	<p>An assessment undertaken by the Owner which shall include the following information in respect of the energy centre provided as part of the Development:</p> <ul style="list-style-type: none"> (a) technical details of any proposed combined heat and power (CHP) or combined cooling, heat and power (CCHP) system including thermal capacity; (b) maximum rate of fuel consumption in kilograms or cubic metres per hour; (c) efflux velocity of flue gases at working; (d) proposed height of flue above ground level; (e) quantity of emissions released from the exhaust. This shall be expressed as the

emission rate for nitrogen oxides, carbon monoxide and particulate matter including confirmation that the plant will comply with Band B of the Mayor's emission standards (as set out in the Mayor's Sustainable Design and Construction SPG) and details of any necessary NO₂ abatement mechanisms;

- (j) provision of plans and elevations showing the termination point of all exhaust stacks associated with the energy centre ensuring the exhaust stack shall be located away from open-windows and air inlet vents to minimise the opportunity for NO₂ levels to contaminate air intakes for any site ventilation systems; and
- k) modelled data to evidence that NO₂ levels at the ventilation inlet are below 40

2.8 "Community Facility"

means the dedicated permanent community floorspace to be provided as part of the Development and in accordance with the Community Facility Management Plan in the location shown for the purpose of identification shaded blue on plan numbers 1415-PL-GA-ST-899 E, 1415-GA-PL-ST-800 N, 1415-GA-PL-ST-801 K 1415-GA-PL-ST-802 O 1415-GA-PL-ST-803 Q annexed hereto and labelled Plan 2 (a) –  and to be retained as community floorspace in accordance with the Community Facility Management Plan

2.9 "Community Facility Management Plan"

means a plan or plans setting out the details for the management of the Community Facility including:-

- (a) measures to address/minimise amenity issues; and
- (b) details of consultation on the plan with the local community

2.10 “Community Working Group”

means a working group (made up of representatives of the local community (residents and businesses) and the ward councillors) that the Owner shall use to facilitate consultation with the local community in respect of matters relating to construction works associated with the management of the Construction Phase of the Development so as to minimise disruption damage to amenity and the environmental effect on the local community arising from the construction of the Development

2.11 “the Construction Apprentice Default Contribution”

the sum of £7,500 (seven thousand five hundred pounds) per apprentice required on site to be paid by the Owner to the Council in lieu of construction apprentice provision.

2.12 “the Construction Apprentice Support Contribution”

the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices

2.13 "Construction Management Plan" a plan or plans setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- b) proposals to ensure there are no adverse effects on the Conservation Area features
- c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- e) the inclusion of a waste management strategy for handling and disposing of construction waste;
- f) details of a Construction Working Group to be set up addressing the concerns of the local community, as well as contact details for the person responsible for community liaison on behalf of the Owner, and how these contact details will be advertised to the community and details of a complaint service; and
- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.14 “the Construction Management Plan Implementation Support Contribution”

the sum of £9,540 (nine thousand five hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval

of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.15 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the Demolition Phase

2.16 "the Council's Considerate Contractor Manual"

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

2.17 "Deferred Affordable Housing Contribution"

the sum of £2,858,290 (two million eight hundred and fifty eight thousand two hundred and ninety pounds) to be paid by the Owner in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the Council's wider Community Investment Programme within the London Borough of Camden

2.18 "Demolition Date"

the commencement of works comprised in the Demolition Phase

2.19 "the Demolition Phase"

the whole period during which any works for the demolition of the existing buildings at the

Property as referred to in the Planning Permission and associated site clearance is being carried out and references to Demolition shall be construed accordingly.

2.20 "the Development"

redevelopment of the existing Highgate Newtown Community Centre and Fresh Youth Academy and the change of use of the People's Mission Gospel Hall to provide replacement community facilities (Use Class D1) and 31 residential units (Use Class C3) with associated public open space, landscaping, cycle storage, plant and disabled parking as shown on the site location plan and drawing numbers approved by the Planning Permission

2.21 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.9 of this Agreement through (but not be limited to) the following:-

- a) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- b) to ensure the provision of 5 construction apprentices;
- c) make provision during the Construction Phase for no less than 11 work placements;

- d) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- e) commit to following the Local Procurement Code

2.22 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled Energy Strategy dated November 2016 and the Energy Strategy Additional Information by Van Zyl & de Villiers Ltd Consulting Engineers to achieve a 35% reduction in CO2 emissions beyond the Part L 2013 baseline;
- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will

target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) the incorporation of a Combined Heat and Power (CHP) system of a size and specification to be agreed by the Council, including details and method of installation of CHP unit(s) and full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating as reasonable;
- (f) a CHP Air Quality Assessment;
- (g) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP;
- (h) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage

SAP (for residential) and/or NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

- (i) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.23 "the Highways Contribution"

the sum of £165,000 (one hundred and sixty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) damage to the public highway in the general vicinity of the site on Bertram Street and Croftdown Road;
- (b) widening of the existing footpath from Croftdown Road which will provide a link through the site for cyclists and pedestrians;
- (c) resurfacing footpath linking Croftdown Road and Chester Road (and connecting with the Property);
- (d) amendments to traffic management orders in the vicinity of the Property; and
- (e) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

- 2.24 "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 save that for the purposes of this Agreement the following shall be deemed not to be material operations: site or soil investigations ground investigations site survey works and the erection of temporary hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly
- 2.25 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.26 "Landscaping Works" the works to the public realm part of the Development and shown on the landscaping plan to be approved by the Council under condition 7 of the Planning Permission including the new courtyard and pedestrian and cycling link through the Development
- 2.27 "Landscaping Management Plan" a plan setting out the package of measures to be adopted by the owner in the management of the Landscaping Works
- 2.28 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.29 "Local Procurement Code" the code annexed to the Second Schedule hereto

- 2.30 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.31 "the Original Viability Assessment" the viability assessment commissioned by the Owner and produced and submitted on the Owner's behalf by Savills dated November 2016 and entitled Viability Assessment and Affordable Housing Report
- 2.32 "Parking Management Plan" a plan identifying the disabled car parking spaces to be provided as part of the Development and setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of vehicular access to the Development and securing the minimisation of conflicts between car and pedestrian movements
- 2.33 "the Parties" mean the Council the Owner the Mortgagee and the Lessee
- 2.34 "Pedestrian Cycling and Public Realm Contribution" the sum of £60,000 (sixty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council following liaison with the Owner towards the provision of pedestrian, cycling and public realm improvements in the vicinity of the Development
- 2.35 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10 November 2016 for which a resolution to grant permission has been passed conditionally under reference number

2016/6088/P subject to conclusion of this Agreement

2.36 "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

2.37 "the Planning Permission"

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

2.38 "Post Construction Viability Assessment"

an open book assessment to be carried out by the Owner in respect the entire Development and submitted to the Council in accordance with the terms of this Agreement such assessment to be based on the same percentage developer's return on market housing value and on the same percentage contractor's return on development cost as the Original Viability Assessment or such alternative percentages as agreed by the Council in writing with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Development, such assessments shall include (but not be limited to) the following:-

(a) a copy of the Original Viability Assessment

(b) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and

value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

- (c) a solicitors certification confirming the sales of the Residential Units were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the Residential Units;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees; or
 - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;

- (d) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;

- (e) details of any rent discount to be applied to the Community Facility

- (f) any further information the Council acting reasonably requires

2.39 "the Property"

the land known as Highgate Newtown Community Centre, 25 Bertram Street, London N19 5DQ the same as shown edged red on the plan annexed hereto labelled Plan 1

- 2.40 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.41 "Residential Units" the residential units forming part of the Development
- 2.42 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.43 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.44 "the Servicing Management Plan" a plan generally in accordance with the document submitted with the Planning Application produced by JMP entitled draft Servicing Management Plan and dated November 2016 setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following (to the extent relevant):-
- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) expected hours of loading and unloading of vehicles related to the Development;
- (e) likely frequency and duration of delivery/servicing movements (including the methodology for generating these figures) and measures to be taken to avoid any conflicts;
- (f) likely size of delivery/servicing vehicles proposed to attend the Property and identification of where each type of vehicle will stop to service the Development;
- (g) swept path diagrams identifying where and how servicing vehicles will manoeuvre into and out of and within the Property (such swept path diagrams shall demonstrate that vehicles will have a sufficient turning area to be able to both enter and exit the Property in forward gear);
- (h) likely nature of goods to be delivered;
- (i) measures taken to ensure minimisation of impact on local residents including steps to ameliorate noise arising from the servicing of the Development;

- (j) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (k) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing to minimize traffic and service vehicle activity at the Property; and
- (l) identifying means of ensuring the provision of information requested by the Council and provision of a mechanism for review and update as required from time to time

2.45 "Surplus"

a positive figure produced from a Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £2,450,000 (two million and forty hundred and fifty thousandpounds)

2.46 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

- (a) achieve the targets set out in the submission document entitled Sustainability Statement by Icení dated November 2016 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core

Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);

- (b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Community Facility with a target of achieving an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (c) in respect of the Residential Units achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- (d) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (f) measures to secure a post construction review of the Development by an

appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.47 "the Travel Plan Monitoring Contribution"

the sum of £6,244 (six thousand two hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.48 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.49 "The Travel Plan"

a plan securing a package of measures to promote sustainable travel to and from the Property to be adopted by the Owner and to include:

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 and 4.2 for all relevant purposes.
- 3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement,

consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

- 3.10 The Owner hereby covenants with the Council to perform the obligations set out in Clause 4 of this Agreement to the extent that such obligations relate to the interest it holds at the relevant time.
- 3.11 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE DEVELOPMENT

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
 - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

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

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

4.2 **DEFERRED AFFORDABLE HOUSING CONTRIBUTION**

4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.2.2 The Owner shall submit the Post Construction Viability Assessment to the Council for approval in writing either:-

(a) on the date of issue of the Certificate of Practical Completion; or

(b) at any time after Implementation PROVIDED the Owner shall have exchanged on the sale of at least 22 Residential Units and provides sufficient information to the Council to evidence the same.

4.2.3 Not to occupy more than 22 Residential Units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing.

4.2.4 Upon the issue of the approval of the Post Construction Viability Assessment the Council shall provide to the Owner a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4.2 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.

- 4.2.5 The Owner shall pay the Council's reasonable costs in assessing the Post Construction Viability Plan. The Council shall notify the Owner in writing of these costs and the Owner shall pay the specified sum within 28 days of receipt of such notice.
- 4.2.6 In the event that the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum in respect of the Post Construction Viability Assessment shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution.
- 4.2.7 In the event that the approved Post Construction Viability Assessment shows a Surplus the Viability Certified Sum shall be the full amount of the Surplus up to the limit of the Affordable Housing Deferred Contribution which will be retained by the Owner for use in the Council's wider Community Investment Programme.
- 4.2.8 Not to Occupy or permit Occupation of any more than 24 Residential Units until such time as the Owner has confirmed to the Council that the Viability Certified Sum has been retained for use in the Council's wider Community Investment Programme.
- 4.2.9 For the purposes of this clause 4.2 the Parties shall operate in accordance with the following procedure:-
- (i) the Owner shall provide no less than 28 days' notice that it intends to submit the Post Construction Viability Assessment to the Council for approval;
 - (ii) upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Post Construction Viability Assessment;
 - (iii) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.2 of this Agreement;

- (iv) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall use reasonable endeavours to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.3 HIGHWAYS CONTRIBUTION

4.3.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.3.4 Subject to the receipt of the Highways Contribution the Council shall consult with the Owner on the proposals for and timings of the Highway Works with the aim for the Highway Works to be completed in accordance with an agreed timeframe and on completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works together with a breakdown detailing how the Highways Contribution has been spent.

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

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

of the unspent element of the Highway Contribution

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the Demolition Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan for the Demolition Phase.

4.4.2 Not to commence Demolition until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan for the Demolition Phase as demonstrated by written notice to that effect.

4.4.3 On or prior to the Implementation Date (excluding the Demolition Phase) to:

submit to the Council for approval a draft Construction Management Plan for the construction of the Development.

Not to Implement nor allow Implementation of the Development (excluding Demolition) until such time as the Council has approved the Construction Management Plan for the construction of the Development as demonstrated by written notice to that effect.

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

4.4.5 To ensure that throughout the Construction Phase (including Demolition) the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner

shall forthwith take any steps required to remedy such non-compliance.

4.5 CARBON OFFSET CONTRIBUTION

4.5.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.6 PEDESTRIAN CYCLING AND PUBLIC REALM CONTRIBUTION

4.6.1 On or prior to the Occupation Date to pay to the Council the Pedestrian Cycling and Public Realm Contribution.

4.6.2 Not to Occupy or to permit Occupation until such time as the Council has received the Pedestrian Cycling and Public Realm Contribution.

4.7 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.7.1 On or prior to the Implementation Date (excluding demolition and enabling works) to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.7.2 Not to Implement nor permit Implementation (excluding demolition and enabling works) until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.7.3 Not to Occupy or permit Occupation of the relevant part of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.8 **SUSTAINABILITY PLAN**

4.8.1 On or prior to the Implementation Date (excluding demolition and enabling works) to submit to the Council for approval the Sustainability Plan.

4.8.2 Not to Implement nor permit Implementation (excluding demolition and enabling works) until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

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

4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan.

4.9 **EMPLOYMENT AND TRAINING PLAN**

4.9.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.9.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

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

4.10 LOCAL EMPLOYMENT

4.10.1 The above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

- a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;
- b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- d) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.10.2 The Owner shall ensure that at all times during the Construction Phase no less than 5 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

(i) recruited through the Kings Cross Construction Centre;

(ii) employed for a period of not less than 52 weeks; and

(iii) paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>.

(iv) the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.10.4 The Owner shall ensure that during the Construction Phase of the Development no less than 11 work placements and/or work experience opportunities are provided at the Development.

4.10.5 Notwithstanding the provisions in clauses 4.10.2 and 4.10.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.10.6 On or prior to the Implementation Date to pay the Council the Apprentice Support Contribution in full

4.10.7 Not to Implement or permit Implementation until such time as the Apprentice Support Contribution has been paid to the Council in full.

4.10.8 If the Owner is unable to provide the apprentices in accordance with Clause 4.10.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on the each individual apprentice placement) has been paid in full.

4.11 LOCAL PROCUREMENT

4.11.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.11.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.11.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.11.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.12 TRAVEL PLAN

4.12.1 On or prior to the Occupation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.12.2 Not to Occupy or permit Occupation of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.12.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.13 **BASEMENT APPROVAL IN PRINCIPLE**

4.13.1 On or prior to the Implementation Date to:-

- (a) submit the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution

4.13.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.14 **COMMUNITY FACILITY**

4.14.1 Prior to Occupation of the Community Facility to submit to the Council for approval the Community Facility Management Plan in respect of the relevant Community Facility.

4.14.2 Not to Occupy or permit Occupation of the Community Facility (or the relevant part thereof) until the Council has approved the Community Facility Management Plan for the relevant Community Facility (as demonstrated by written notice to that effect).

4.14.3 Not to Occupy or permit Occupation of more than 50% of the Residential Units until the Community Facility has been provided in accordance with the Community Facility

Management Plan and is available for use by the public in accordance with the Community Facility Management Plan.

4.14.4 The Owner covenants with the Council that after the Occupation Date of the Community Facility the Owner shall not Occupy or permit Occupation of any part of the Community Facility at any time when the Development is not being managed in accordance with the Community Facility Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Community Facility otherwise than in accordance with the requirements of the Community Facility Management Plan

4.15 SERVICING MANAGEMENT PLAN

4.15.1 On or prior to the Occupation Date to submit to the Council for approval the Servicing Management Plan.

4.15.2 Not to Occupy nor permit Occupation until such time as the Council has approved the Servicing Management Plan as demonstrated by written notice to that effect.

4.15.3 Not to Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Servicing Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Servicing Management Plan.

4.16 PARKING MANAGEMENT PLAN

4.16.1 On or prior to the Occupation Date to submit to the Council for approval the Parking Management Plan.

4.16.2 Not to Occupy nor permit Occupation until such time as the Council has approved the Parking Management Plan as demonstrated by written notice to that effect.

4.16.3 Not to Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Parking Management Plan as approved by the Council from time to time and shall not Occupy or permit

Occupation of the Development otherwise than in accordance with the requirements of the Parking Management Plan.

4.17 LANDSCAPING MANAGEMENT PLAN

4.17.1 Prior to Occupation of the Development to submit to the Council for approval the Landscaping Management Plan.

4.17.2 Not to Occupy or permit Occupation of the Development until the Council has approved the Landscaping Management Plan (as demonstrated by written notice to that effect).

4.17.3 Not to Occupy or permit Occupation of more than 50% of the Residential Units until the Landscaping Works have been provided in accordance with the Landscaping Management Plan and are available for use by the public in accordance with the Landscaping Management Plan

4.17.4 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in accordance with the Landscaping Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Landscaping Management Plan

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2016/6088/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/6088/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable) The owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/6088/P. Electronic Transfer be made directly to the Co-operative Bank Plc of 1 Islington High Street London N1

9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account no. 61030019

- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

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

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP

quoting the Planning Permission reference number 2016/6088/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

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

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

OR

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....

Director

.....

Director/Secretary

EXECUTED AS A DEED BY)
in the presence of:)

.....

Witness Signature

Witness Name

Address

Occupation

EXECUTED as a Deed)
By Mortgagee)
by)
in the presence of:-)

.....

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

.....

Authorised Signatory

THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Camden Local Plan (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services. A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained within paragraph 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner , main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out

the above clauses contained in section 2 above, which will apply to them as the Owner , their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE THIRD SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan see the Transport for London's travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

- 1. Public Transport and walking**
 - a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
 - b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
 - c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
 - d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including an initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

Ms Anna Snow
Iceni Projects Ltd
Flitcroft House
114-116 Charing Cross Road
London
WC2H 0JR

Application Ref: **2016/6088/P**
Please ask for: **David Fowler**
Telephone: 020 7974 2123

30 June 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
Highgate Newtown Community Centre
Unit A
B
C
D & E
25 Bertram Street
London
N19 5DQ

Proposal:

Redevelopment of the existing Highgate Newtown Community Centre and Fresh Youth Academy and the change of use of the People's Mission Gospel Hall to provide replacement community facilities (Use Class D1) and 31 residential units (Use Class C3) with associated public open space, landscaping, cycle storage, plant and disabled parking.

Drawing Nos:

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):



1 Three years from the date of this permission

This development must be begun not later than three years from the date of this permission.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

2 Approved drawings

The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing: 1415-PL-GA-000 B, 1415-PL-GA-001 B, 1415-PL-GA-002 A, 1415-PL-GA-100 D, 1415-PL-GA-101 D, 1415-PL-GA-103 C, 1415-PL-GA-106 D, 1415-PL-GA-107 C, 1415-PL-GA-109 C, 1415-PL-GA-110 B, 1415-PL-GA-111 C, 1415-PL-GA-300 A.

Proposed: 1415-PL-ST-100 A, 1415-PL-GA-700 N, 1415-PL-GA-701 N, 1415-PL-GA-703 K, 1415-PL-GA-706 L, 1415-PL-GA-707 J, 1415-PL-GA-712 J, 1415-PL-GA-713 B, 1415-PL-GA-714 C, 1415-PL-GA-715 C, 1415-PL-GA-A599 U, 1415-PL-GA-A-600 X, 1415-PL-GA-A-601 Q, 1415-PL-GA-A-602 U, 1415-PL-GA-A-603 U, 1415-PL-GA-A-604 P, 1415-PL-GA-A-605 M, 1415-PL-GA-B-599 W, 1415-PL-GA-B-600 X, 1415-PL-GA-B-601 R, 1415-PL-GA-B-602 U, 1415-PL-GA-B-603 R, 1415-PL-GA-B-604 S, 1415-PL-GA-C-600 E, 1415-PL-ST-001 B, 1415-PL-GA-ST-800 N, 1415-PL-ST-801 K, 1415-PL-ST-802 O, 1415-PL-ST-803 Q, 1415-PL-ST-804 L, 1415-PL-ST-805 G, 1415-PL-ST-899 E, 1415 SK-E-100 C, 1415 SK-E-101 E, 1415 SK-E-102 C, 1415 SK-E-103 C.

Documents: Flood Risk Assessment and Sustainable Drainage Strategy (Conisbee) November 2016, Ground Investigation and Basement Impact Assessment (GEA) November 2016, Heritage Statement (Iceni) November 2016, Sustainability Statement (Iceni) November 2016, Design & Access Statement (rcka) November 2016, Energy Strategy (Van Zyl & de Villiers Ltd Consulting Engineers) November 2016, Air Quality Assessment 01.0050.002/AQ v2 (Isopleth) November 2016, Acoustic Report (ion acoustics) November 2016, Planning Statement (Iceni) November 2016, Daylight and Sunlight Study (Within Development) (Right of Light Consulting) November 2016, Daylight and Sunlight Study (Neighbouring Properties) (Right of Light Consulting) November 2016 and 10 January 2017, Viability Assessment and Affordable Housing Report - November 2016, BREEAM Assessment (Land Use and Ecology) (Syntegra Consulting) November 2016, Habitat Survey (Syntegra Consulting) November 2016, Transport Statement (JMP) November 2016, Draft Framework Travel Plan (JMP) November 2016, Draft Servicing Management Plan (JMP) November 2016, Draft Construction Management Plan, (JMP) November 2016, Statement of Community Involvement (rcka)

November 2016, Arboricultural Impact Assessment (Greenman) November 2016, Sustainability Statement (Iceni) December 2016, Energy Strategy Additional Information (Van Zyl & de Villiers Ltd Consulting Engineers) 16/12/2016, Car Park Management Plan (Systra) 24/02/2017, Revised BIA Information (Conisbee) 27 Mar 2017.

- 3 Reason: For the avoidance of doubt and in the interest of proper planning.
Detailed drawings/samples

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

- a) Plan, elevation and section drawings, including jambs, head and cill, of all external windows and doors at a scale of 1:10.
- b) Samples and manufacturer's details at a scale of 1:10, of all facing materials including windows and door frames, glazing, and brickwork with a full scale sample panel of brickwork, spandrel panel and glazing elements of no less than 1m by 1m including junction window opening demonstrating the proposed colour, texture, face-bond and pointing.
- c) Details of all new windows, doors and other materials in the conversion of the People's Gospel Mission Hall.
- d) Details of the junction with the historic granite sets at the threshold of the site on Bertram Street.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

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

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

- 4 External fixtures

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London

Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

5 Refuse and recycling

Prior to first occupation of the residential units, the refuse and recycling storage areas shall be completed and made available for occupants.

The development of each block shall not be implemented other than in accordance with such measures as approved. All such measures shall be in place prior to the first occupation of any residential units and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

6 Roof terraces

No flat roofs within the development shall be used as terraces without the prior express approval in writing of the Local Planning Authority unless marked as such on the plans. .

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

7 Landscape

No development (excluding demolition and enabling works) shall take place on the relevant part of the site until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include:

- a) details of any proposed earthworks including grading, mounding and other changes in ground levels.
- b) details of proposals for the enhancement of biodiversity,
- c) an open space management plan,
- d) permeable play surfaces for SuDS purposes.

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 achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden

Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

8 Hours of use - community facilities

The community facilities in Block B shall only be used between 8.30am - 10pm Monday to Thursday, 8.30am - 11.30pm Saturday and 9.30am - 9pm on Sundays.

Reason: To ensure that the amenity of occupiers of residential properties in the area is not adversely affected by noise and disturbance.

9 Hours of use - terrace for community facilities

The terrace serving the community facilities on Block B shall only be used between 8.30am - 9pm Monday to Saturday and 9.30am - 9pm on Sundays.

Reason: To ensure that the amenity of occupiers of residential properties in the area is not adversely affected by noise and disturbance.

10 Overlooking mitigation measures

Full details of mitigation measures for overlooking from windows serving Block A1 facing 23 Bertram Street and windows serving Block A2 facing 122 Croftdown Road shall be submitted to and approved by the Council (Members' Briefing)

The mitigation measures shall be retained permanently thereafter.

Reason: To ensure that the amenity of occupiers of neighbouring residential properties and gardens in the area is not adversely affected by overlooking.

11 SuDS

Prior to commencement of the relevant part of the development (excluding demolition and enabling works) details of a sustainable urban drainage system shall be submitted to and approved by the local planning authority in writing. Such details shall include details of the following features:

- i) Area A:
 - 181m² Blue Roof (18m³ attenuation)
 - 211m² Permeable Paving (25m³ attenuation)
 - Attenuation Tank 1 (80m² attenuation)
- ii) Area B:
 - Attenuation Tank 2 (2.4m³ attenuation)
 - Attenuation Tank 3 (2.4m³ attenuation)

SUDS will be implemented prior to the opening of the relevant parts of the development.

Reason: To reduce the rate of surface water run-off from the buildings and limit the

impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

12 Evidence of installation - SuDS

Prior to occupation, evidence that the sustainable urban drainage system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

13 Water efficiency

The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use.

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).

14 Photovoltaic cells

Prior to commencement of the above ground construction works, development of the relevant part of the scheme, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells 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 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

15 Living roof

Prior to commencement of the above ground construction works, development full details of all biodiverse, substrate-based extensive living roofs to be incorporated

into the development shall be submitted to and approved in writing by the local planning authority. The design and planting scheme should be informed by the Ecological Appraisal and should reflect the local conditions and species of interest. The details shall include the following: A. detailed maintenance plan, B. details of its construction and the materials used, C. a section at a scale of 1:20 showing substrate depth averaging 130mm with added peaks and troughs to provide variations between 80mm and 150mm and D. full planting details including species showing planting of at least 16 plugs per m². The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied. Guidance on living roofs is available in the Camden Biodiversity Action Plan: Advice Note on Living Roofs and Walls.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

16 Bird and bat boxes

Details of bird and bat nesting boxes or bricks shall be submitted to and approved in writing by the Local Planning Authority prior to any of the above ground construction works commencing on site, in line with the recommendations in the Ecological Appraisal. Boxes/bricks should be integrated into the fabric of the building wherever possible, to increase sustainability. Details submitted shall include the exact location, height, aspect, specification and indication of species to be accommodated. Boxes shall be installed in accordance with the approved plans prior to the first occupation of the development and thereafter maintained.

Reason: To ensure the development provides the appropriate provision towards creation of habitats and valuable areas for biodiversity in accordance with policy 7.19 of the London Plan 2011 and Policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

17 External lighting

Details of all external lighting shall be submitted to and approved by the Local Planning Authority, prior to first occupation of the development.

Full details of a lighting strategy, to include the following information shall be submitted to and approved by the Local Planning Authority, in writing, before the development commences.

- Location and type (for safety, security and design reasons)
- Potential light spill on to buildings, trees and lines of vegetation (for biodiversity reasons).

The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied.

Reason: To ensure compliance with the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended) and in the interests of security in accordance

with policies CS17 and CPG1 (Design) and in the interests of safety.

18 Non-road mobile machinery

All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the [demolition and/construction] phase of the development hereby approved shall be required to meet Stage IIIA of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the [demolition and/construction] phase of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 (Improving Camden's health and wellbeing) of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 (Air quality and Camden's Clear Zone) and DP22 (Promoting sustainable design and construction) of the London Borough of Camden Local Development Framework Development Policies.

19 Tree protection

Prior to the commencement of any works, details demonstrating how trees to be retained both on and off site shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction" and should include details of appropriate working processes in the vicinity of trees, a tree protection plan and details of an auditable system of site monitoring. 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 in accordance with the approved protection details."

Reason: In order to ensure the development undertakes reasonable measures to take account of trees and biodiversity in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

20 Tree replacement

Any trees removed, dying, being severely damaged or becoming seriously diseased within 5 years of planting shall be replaced by trees of a similar size and species to those originally required to be planted.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14, CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

21 Land contamination - written programme of investigation

At least 28 days before development commences:

- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and
- (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

22 Land contamination - Standalone Monitoring

In the event that additional significant contamination is found at any time when carrying out the approved development it must be reported in writing immediately to the local planning authority. An investigation and risk assessment must be undertaken in accordance with the requirements of the Environment Agency's Model Procedures for the Management of Contamination (CLR11), and where mitigation is necessary a scheme of remediation must be designed and implemented to the satisfaction of the local planning authority before any part of the development hereby permitted is occupied.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

23 Sound insulation

Prior to commencement of the above ground construction works, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for:

- i) the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling].
- ii) the floor/ceiling/wall structures separating the residential and community centre

uses

Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise.

24 Amplified music/voices

Neither music nor amplified loud voices emitted from the non-residential parts of the built development shall result in more than a 5dB increase from existing ambient noise levels to nearby residential properties.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise in accordance with policy DP28.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise.

25 Noise levels

The noise level in rooms in the residential development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise and vibration.

26 Plant and equipment

The external noise level emitted from proposed plant, machinery or equipment at the development hereby approved shall be lower than the typical existing background noise level by at least 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with machinery operating at maximum capacity.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from mechanical installations/ equipment.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment.

27 Cycle parking

Prior to first occupation, the following bicycle parking shall be provided:

- secure and covered parking for 82 resident's bicycles

- secure short-stay parking for 22 bicycles

All such facilities shall thereafter be retained.

Reason: To ensure that the scheme makes adequate provision for cycle users in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies, the London Plan and CPG7 (Transport).

28 New pedestrian and cycle route through

The proposed new pedestrian and cycle route through the site shall be provided prior to the occupation of all the residential units and shall be maintained as a public right of way in perpetuity.

Reason: To ensure that the scheme makes adequate provision for pedestrians and cycle users in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy, policies DP16, DP18, DP19 and DP26 of the London Borough of Camden Local Development Framework Development Policies, the London Plan and CPG7 (Transport).

29 Need for a legal agreement

In the event that any owners of the land have the relevant legal locus to enter into a Section 106 Agreement no works shall progress on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with ** in this notice of planning permission and those obligations shall apply to all conditions above marked with ** which supersede those of permission 2016/6088/P.

Reason: In order to define the permission and to secure development in accordance with policy CS19 of the London.

30 Basement

The development shall not be constructed other than in accordance with the conclusions, methodologies and recommendations of the Basement Impact Assessment hereby approved, including inter alia the need for further monitoring. In the event that further evidence of site or building conditions necessitate amendments to the BIA or associated methodologies they shall be submitted to the local planning authority for approval in writing prior to the commencement of development and the development shall be constructed in accordance with such amendments.

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

Development Policies.

31 ** Car free

The proposal will be car free. Occupants of the proposal will not be eligible for parking permits.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

32 ** CMP

Prior to commencement of development, including demolition, a Construction Management Plan (CMP) including an Air Quality Assessment) shall be submitted to and approved by the local planning authority.

The CMP shall set out all measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual.

Such plan shall include measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and construction periods and which demonstrates consideration of and liaison with other local concurrent developments. The plan shall also include details of a community working group involving local residents, businesses and local councillors, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses, a waste management strategy and means of monitoring and reviewing the plan from time to time.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

33 ** CMP implementation support contribution

On or prior to Implementation, confirmation that the necessary measures to secure the CMP Implementation Support Contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in

accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

34 ** Parking management plan

Prior to occupation of any part of the development, a parking management plan shall be submitted to and approved by the local planning authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

35 ** Servicing management plan

Prior to occupation of any part of the development, a Servicing management plan shall be submitted to and approved by the local planning authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

36 ** Landscaping management plan

Prior to occupation of any part of the development, a Landscaping management plan shall be submitted to and approved by the local planning authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

37 **Travel plan and associated monitoring fee

Prior to occupation of any part of the development, a travel plan shall be submitted to and approved by the local planning authority. Confirmation that the necessary measures to secure the travel plan monitoring contribution shall also be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in

accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

38 **Approval in principle report and associated assessment fee

Prior to occupation of any part of the development, an Approval in Principle report shall be submitted to and approved by the local planning authority. Confirmation that the necessary measures to secure the contribution for the assessment of the Approval in Principle report shall also be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

39 **Highways contribution and levels plans

Prior to occupation of any part of the development, confirmation that the necessary measures to secure the highways contribution and level plans shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

40 **Pedestrian, cycling and environmental Improvements

Prior to occupation of any part of the development, confirmation that the necessary measures to secure the pedestrian, cycling and environmental Improvements contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with Policies CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16, DP17 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

41 ** Provision of community facilities

The new community facilities shall be built and fully fitted out for use prior to first

occupation of more than 50% of the residential units.

Reason: To ensure the provision of the school building in accordance with the requirements of policy CS10 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 of the London Borough of Camden Local Development Framework Development Policies.

42 ** Open space improvements

The landscaping works shall be completed prior to occupation of 50% of the residential units.

Reason: To ensure that the pedestrian environment and public realm is maintained and improved in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP17 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

43 ** Local employment

Prior to commencement the developer should:

- work to CITB benchmarks for local employment when recruiting for construction-related jobs as per clause 8.28 of CPG8
- advertise all construction vacancies and work placement opportunities exclusively with the King's Cross Construction Skills Centre for a period of 1 week before marketing more widely
- provide a specified number (to be agreed) of construction and non-construction work placement opportunities of not less than 2 weeks each, to be undertaken over the course of the development, to be recruited through the Council's King's Cross Construction Skills Centre or our work experience broker
- If the build costs of the scheme exceed £3 million the applicant must recruit 1 construction apprentice or non-construction apprentice per £3million of build costs and pay the council a support fee of £1,700 per apprentice as per clause 8.25 of CPG8. Recruitment of construction apprentices should be conducted through the Council's King's Cross Construction Skills Centre. The applicant should recruit both construction and non-construction apprentices. Recruitment of non-construction apprentices (e.g. administrative, facilities management, finance, HR, etc.) should be conducted through the Council's Economic Development team
- If the value of the scheme exceeds £1 million, the applicant must also sign up to the Camden Local Procurement Code, as per section 8.30 of CPG8
- provide a local employment, skills and local supply plan setting out their plan for delivering the above requirements in advance of commencing on site.

Reason: To ensure the development provides sufficient employment and training in line with the requirements of policy CS8 of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 of the London Borough of Camden Local Development Framework Development Policies.

44 ** BREEAM

On or prior to the Implementation Date (excluding demolition and enabling works) an energy and sustainability plan shall be submitted to and approved in writing by the local planning authority. Such plan shall:

(a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories.

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body certifying that the measures incorporated in the Sustainability Plan are achievable.

(c) provide details of the CHP.

(d) provide future proofing details of opportunities to connect to a future decentralised energy network.

Prior to first occupation of the non-residential elements of the development a post-completion certificate which demonstrates that the employment element has achieved BREEAM Excellent shall be submitted to and approved in writing by the local planning authority.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

45 ** Carbon offset fund contribution

On or prior to Implementation, confirmation that the necessary measures to secure a carbon offset fund contribution shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the proposal is energy efficient and sustainable in accordance with policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

46 **Provision of a management plan for the community facilities

Prior to operation of the community facilities (excluding demolition works), a management plan detailing how amenity issues would be avoided and addressed, and details of consultation on this plan with the local community, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise and disturbance from the community facilities.

47 ** Surplus - Council's CIP programme

Either after completion of the development hereby permitted or at the point of exchange on no less than 22 residential units the applicant and/or developer shall submit to the local planning authority an updated viability assessment and not to proceed on the completion of more than 24 residential units until confirmation that the necessary measures to secure provision for additional monies for the Council's CIP programme have been submitted and approved by the local planning authority in writing.

Reason: To secure sufficient provision for the Council's CIP programme and affordable housing in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 and DP4 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

1 Conditions marked with **

The matters covered by conditions marked with an * are matters which would usually be incorporated into a Section 106 Agreement. On Council own schemes because the Council cannot enter into an agreement with itself the usual practice would for the permission to reference the Section 106 requirements for information.

If the Council retains ownership of the application site although the reference to Section 106 requirements would not be legally binding they would act as a record of the requirements the Council as planning authority expects the Council as landowner to comply with. If the Council disposes of a relevant interest in the Application Site (which for the avoidance of doubt will not include disposals to individual tenants and occupiers) the incoming owner will be required to enter into a Section 106 giving effect to the relevant requirements which are then outstanding or ongoing which will then become a legally binding document. This reflects the terms of condition 29 on the planning permission.

2 Thames Water - surface water drainage and sewage

With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921. Reason - to ensure that the surface water discharge from the site shall

not be detrimental to the existing sewerage system.

There are public sewers crossing or close to your development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of, a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0800 009 3921 to discuss the options available at this site.

Thames Water would advise that with regard to sewerage infrastructure capacity, we would not have any objection to the above planning application.

3 Timing of vegetation clearance (breeding birds)

You are advised that all removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation should be undertaken in line with The Wildlife and Countryside Act 1981 (as amended).

4 Guidance on biodiversity enhancements

Guidance on biodiversity enhancements including artificial nesting and roosting sites is available in the Camden Biodiversity Action Plan: Advice Note on Landscaping Schemes and Species Features.

5 Minor appropriation of land

The proposal involves widening the existing footpath from Croftdown Road. This would provide a new and improved pedestrian and cycling link through the site. This element of the scheme will require a minor appropriation of land between 2 parts of the Council. This would be dealt with separately if planning permission is granted and prior to any works commencing on site (e.g. Section 256 of the Highways Act 1980).

6 Considerate Contractors

The development would also need to be registered with the Considerate Constructors' Scheme. Details are available at the website below:
" <https://www.ccscheme.org.uk/>

7 CMP pro-forma

The Council has a CMP pro-forma which must be used if and when planning permission is granted and once a Principal Contractor has been appointed. The CMP, in the form of the pro-forma, would need to be approved by the Council prior to any works commencing on site. The CMP pro-forma is available on the Council's website at the hyperlink below:

<http://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

A handwritten signature in black ink that reads "David T. Joyce". The signature is written in a cursive, slightly slanted style.

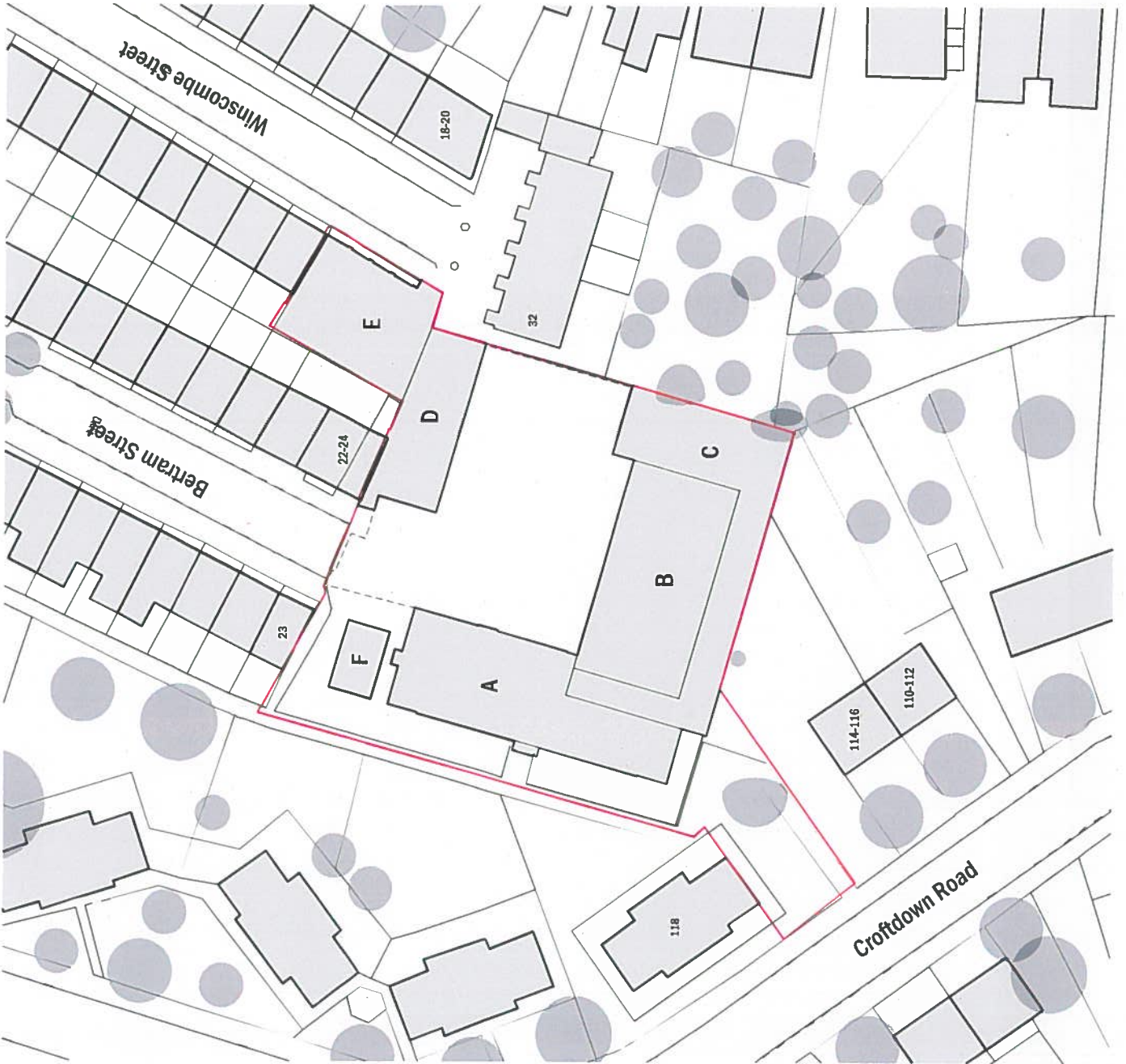
David Joyce
Director of Regeneration and Planning

PLAN 1

Scale 1:500



- A- HNCC Community Centre Building
- B- Main Hall
- C- Nursery
- D- FYA
- E- Gospel Hall
- F- Cottage



Revision description	Date	Init.	Rev.

rcka

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London
EC2A 4AT
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F +44 (0) 20 7688 1940
W www.rcka.co.uk

Title
**Site Layout Plan
As Existing**

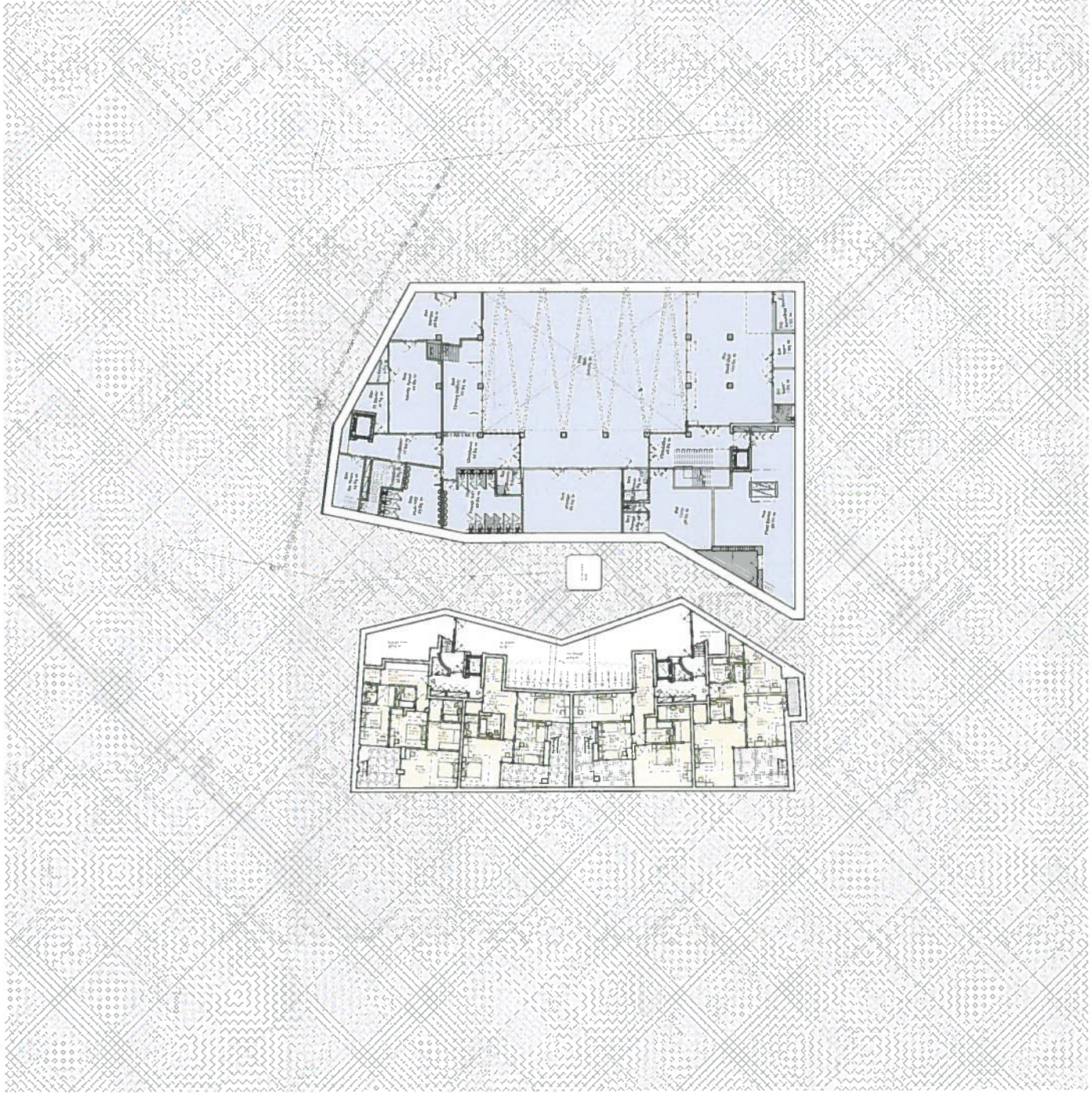
Project	Camden HNCC	Client	Camden Council
Date	02.12.2015	Drawn by	AB
Job No	1415	Checked	DK
		Scale	1:500@A3
		Drawn No	PL-ST-100
		Revision	A

©2016 RCKA. This drawing is not to be scaled - use written dimensions only.
Any discrepancies to be reported to the architect. All dimensions to be checked on site.

PLAN 2a



Planning



Project No.	1415	Sheet No.	1											
Date of Revision	10/10/11	Date of Issue	10/10/11											
Author	...	Checker	...											
rcka														
Residential Planning														
No. of Floors				1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
Project	1415	Client	...	Consultant	...	Contract	...	Contract	...	Contract	...	Contract	...	Contract
Drawn	...	Checked	...	Drawn	...	Checked	...	Drawn	...	Checked	...	Drawn	...	Checked
Scale	1/8" = 1'-0"	1/4" = 1'-0"	1/2" = 1'-0"	3/4" = 1'-0"	1" = 1'-0"	1 1/4" = 1'-0"	1 1/2" = 1'-0"	1 3/4" = 1'-0"	2" = 1'-0"	2 1/4" = 1'-0"	2 1/2" = 1'-0"	2 3/4" = 1'-0"	3" = 1'-0"	3 1/4" = 1'-0"
Project	1415	Sheet	PL-57-899	Scale	1/8" = 1'-0"	1/4" = 1'-0"	1/2" = 1'-0"	3/4" = 1'-0"	1" = 1'-0"	1 1/4" = 1'-0"	1 1/2" = 1'-0"	1 3/4" = 1'-0"	2" = 1'-0"	2 1/4" = 1'-0"
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Plan 2b



Planning



Client: rcka	Project Name: 2415 PL-04-ST-800
Site: 2415	Project: PL-04-ST-800
Phase: PL-04-ST-800	Version: N
Author: PL-04-ST-800	Checked: PL-04-ST-800
Drawn: PL-04-ST-800	Approved: PL-04-ST-800
Scale: 1:100	Date: 10/10/2024
Project Manager: PL-04-ST-800	Client: PL-04-ST-800
Project Engineer: PL-04-ST-800	Client: PL-04-ST-800
Project Architect: PL-04-ST-800	Client: PL-04-ST-800
Project Designer: PL-04-ST-800	Client: PL-04-ST-800
Project Drafter: PL-04-ST-800	Client: PL-04-ST-800
Project Checker: PL-04-ST-800	Client: PL-04-ST-800
Project Approver: PL-04-ST-800	Client: PL-04-ST-800
Project Coordinator: PL-04-ST-800	Client: PL-04-ST-800
Project Manager: PL-04-ST-800	Client: PL-04-ST-800
Project Engineer: PL-04-ST-800	Client: PL-04-ST-800
Project Architect: PL-04-ST-800	Client: PL-04-ST-800
Project Designer: PL-04-ST-800	Client: PL-04-ST-800
Project Drafter: PL-04-ST-800	Client: PL-04-ST-800
Project Checker: PL-04-ST-800	Client: PL-04-ST-800
Project Approver: PL-04-ST-800	Client: PL-04-ST-800
Project Coordinator: PL-04-ST-800	Client: PL-04-ST-800

Plan 2c

Scale 1:200



Planning



rcka	
Rural Planning Architects All Trades	
Project: 14115	Client: PL-GA-ST-801
Date: 22.03.2016	Scale: 1:200
Drawn: [Name]	Checked: [Name]
Project: 14115	Client: PL-GA-ST-801
Date: 22.03.2016	Scale: 1:200
Drawn: [Name]	Checked: [Name]

Plan 2d



Planning



rcka	
Rural Conservation Kinship	
1415 PL-GA-ST-802	
0	

Plan 2 e

Scale 1:200
 0 5m 10m
 0 10m 20m

Planning



rcka RICKMAN CONSULTANTS 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000	
Site Plan Planning Application No. 14415	Client RCKA 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

DATED

2017

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

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

A G R E E M E N T

relating to land known as

Highgate Newtown Community Centre, 25 Bertram Street, London N19 5DQ

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918

Fax: 020 7974 2962