

DATED

8 AUGUST

2018

(1) HIGHGATE PROPCO LTD

and

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

**A G R E E M E N T**  
relating to land known as

51 Highgate High Street  
London  
N6 5JX

pursuant to  
Section 106 of the Town and Country Planning Act 1990 (as amended) and  
Section 16 of the Greater London Council (General Powers) Act 1974 and  
Section 111 of the Local Government Act 1972 and  
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5647  
Fax: 020 7974 2962

CLS/PK/1800.637 (final)

THIS AGREEMENT is made the 8<sup>th</sup> day of August 2018

**B E T W E E N:**

1. **HIGHGATE PROPCO LTD** (registered under company number 10763168) whose registered office is Camburgh House, 27 New Dover Road, Canterbury, Kent, United Kingdom, CT1 3DN (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

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 331719 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 The Property is subject to the Occupational Lease and the Occupational Tenants are interested in the Property as leaseholders under Section 106 of the Act.
- 1.3 The Occupational Lease contains restrictions on the Occupational Tenants' use of the Property. The Owner accepts an obligation that it will not alter (or agree to the alteration of) the Occupational Lease so as to permit any Occupational Tenant or any lessee or tenant to Implement the Planning Permission without first requiring the Occupational Tenant(s), lessee or tenant to enter into an agreement under Section 106 of the Act with the Council covenanting in identical terms to this Agreement unless otherwise agreed in writing by the Council.
- 1.4 The Planning Application for the Development of the Property was submitted to the Council and validated on 19 December 2017 and the Council resolved to grant permission conditionally under reference number 2017/6962/P subject to conclusion of this legal Agreement.

1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

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

- |     |                                   |  |
|-----|-----------------------------------|--|
| 2.1 | "the Act"                         | the Town and Country Planning Act 1990   |
| 2.2 | "Affordable Housing"              | low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents   |
| 2.3 | "Affordable Housing Contribution" | the sum of £6,519 (six thousand five hundred and nineteen 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 the provision of Affordable Housing in the London Borough of Camden |
| 2.4 | "this Agreement"                  | this planning obligation made pursuant to Section 106 of the Act   |
| 2.5 | AIIRP                             | All Items Index of Retail Prices   |
| 2.6 | "Business 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 businesses of the locality in which the Development is situated  |

- 2.7 "Business 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 a Business Parking Bay
- 2.8 "the Development" change of use from bank (A2) into 2 x 1-bed residential units (C3) at lower ground and first floor levels and retail (A1) at ground floor level; alterations to existing rear extension at lower ground floor level and fenestration as shown on drawing numbers HHS - 00 - 01; HHS - 00 - 02 (Rev A); HHS - 00 - 03 (Rev A); HHS - 00 - 04 (Rev A); HHS - 00 - 05 (Rev A); HHS - 00 - 06 (Rev A); HHS - 00 - 07 (Rev A); HHS - 00 - 08 (Rev A); HHS - 00 - 09 (Rev A); HHS - 00 - 10 (Rev A); HHS - 00 - 14 (Rev A); HHS - 00 - 20 (Rev A); HHS - 01 - 01 (Rev A); HHS - 01 - 02 (Rev A); HHS - 01 - 03 HHS - 00 - 09 (Rev A); HHS - 01 - 04 HHS - 00 - 09 (Rev A); HHS - 01 - 05 HHS - 00 - 09 (Rev A); HHS - 01 - 06 HHS - 00 - 09 (Rev A); HHS - 01 - 10 HHS - 00 - 09 (Rev A); HHS - 01 - 12 HHS - 00 - 09 (Rev A); HHS - 01 - 13 HHS - 00 - 09 (Rev A); HHS - 01 - 14 HHS - 00 - 09 (Rev A); HHS - 01 - 15 HHS - 00 - 09 (Rev A); ROL7751\_01\_401 (Rev C); Flood Risk Assessment ref. J-367-Rev.01; Design and Access Statement; Heritage Statement; Survey Report
- 2.9 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.10 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.11 "Occupational Lease"	the lease of part of the Property held by the Occupational Tenants
2.12 "Occupational Tenants"	together the leaseholders of the Property identified in the register of title number NGL881806 as at the date of this Agreement and their respective successors and assigns and sub-lessees
2.13 "the Parties"	the Council and the Owner
2.14 "the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 19 December 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6962/P subject to conclusion of this Agreement
2.15 "Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.16 "the Planning Permission"	a planning permission granted for the Development substantially in the draft form at Annex 1 hereto
2.17 "the Property"	the land known as 51 Highgate High Street, London, N6 5JX the same as shown edged red on the plan at Annex 2 hereto
2.18 "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

- 2.19 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and is a planning obligation for the purposes of Section 106 of the Act as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.2 **CAR FREE**

- 4.2.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of that residential unit 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;
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 To ensure that prior to occupying any commercial unit (being part of the Development) each new occupier of that commercial unit 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:
- (iii) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and

- (iv) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.3 Not to occupy or use (or permit the occupation or use of) any part of the Development at any time during which the occupier of that part:

- (i) holds a Business Parking Permit to park a vehicle in a Business Parking Bay;
- (ii) holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay;
- (iii) is permitted to park a vehicle in any car park owned, controlled or licensed by the Council

unless the occupier of that part is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) PROVIDED THAT the restriction in this sub-clause 4.2.3 shall not apply in respect of any permission to park a vehicle held by a person in respect of a property not at or being part of the Development.

4.2.4 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in sub-clauses 4.2.1 to 4.2.3 (inclusive) hereof shall continue to have effect in perpetuity.

4.2.5 On or prior to the Occupation Date to inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units and commercial units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department) identifying those residential units and commercial units that in the Owner's opinion are affected by the Owner's obligations in sub-clauses 4.2.1 to 4.2.3 (inclusive) hereof.

#### 4.3 **OCCUPATIONAL TENANCIES**

Not to consent to any works pursuant to the Occupational Lease or vary or allow any variation to any Occupational Lease permitting any Occupational Tenant to Implement the Planning Permission without such Occupational Tenant entering into a legal agreement under Section 106 of the Act with the Council covenanting in



identical terms to the terms of this Agreement or such other terms as agreed by the Council.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2017/6962/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 the Owner shall indemnify the Council for any loss, expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan to the Council 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 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 reference 2017/6962/P.
- 5.7 Payment of the financial contribution(s) pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the planning application reference 2017/6962/P or by electronic transfer directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2017/6962/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 this Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the charges register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the charges register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as local planning authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

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

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

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of local land charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

8. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY )  
HIGHGATE PROPCO LTD )

acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) )

Director Signature: )

IN THE PRESENCE OF:

Director/Secretary Name (CAPITALS) )

Director/Secretary Signature: )

*[Handwritten Signature]*

Solicitor

Jnsworth Rose

Solicitors

19 Princess Road

London NW1 8JR

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

*[Handwritten Signature]*

Authorised Signatory





ANNEX 1

DRAFT PLANNING PERMISSION





Dransfield Owens Design Ltd  
Pyramid Building  
31 Queen Elizabeth Street  
London  
SE1 2LP

Application Ref: **2017/6962/P**

18 July 2018

Dear Sir/Madam

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

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

Address:

**51 Highgate High Street  
LONDON  
N6 5JX**

Proposal:

Change of use from bank (A2) into 2 x 1-bed residential units (C3) at lower ground and first floor levels and retail (A1) at ground floor level; alterations to existing rear extension at lower ground floor level and fenestration

Drawing Nos: HHS - 00 - 01; HHS - 00 - 02 (Rev A); HHS - 00 - 03 (Rev A); HHS - 00 - 04 (Rev A); HHS - 00 - 05 (Rev A); HHS - 00 - 06 (Rev A); HHS - 00 - 07 (Rev A); HHS - 00 - 08 (Rev A); HHS - 00 - 09 (Rev A); HHS - 00 - 10 (Rev A); HHS - 00 - 14 (Rev A); HHS - 00 - 20 (Rev A); HHS - 01 - 01 (Rev A); HHS - 01 - 02 (Rev A); HHS - 01 - 03 HHS - 00 - 09 (Rev A); HHS - 01 - 04 HHS - 00 - 09 (Rev A); HHS - 01 - 05 HHS - 00 - 09 (Rev A); HHS - 01 - 06 HHS - 00 - 09 (Rev A); HHS - 01 - 10 HHS - 00 - 09 (Rev A); HHS - 01 - 12 HHS - 00 - 09 (Rev A); HHS - 01 - 13 HHS - 00 - 09 (Rev A); HHS - 01 - 14 HHS - 00 - 09 (Rev A); HHS - 01 - 15 HHS - 00 - 09 (Rev A); ROL7751\_01\_401 (Rev C); Flood Risk Assessment ref. J-367-Rev.01; Design and Access Statement; Heritage Statement; Survey Report

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: HHS - 00 - 01; HHS - 00 - 02 (Rev A); HHS - 00 - 03 (Rev A); HHS - 00 - 04 (Rev A); HHS - 00 - 05 (Rev A); HHS - 00 - 06 (Rev A); HHS - 00 - 07 (Rev A); HHS - 00 - 08 (Rev A); HHS - 00 - 09 (Rev A); HHS - 00 - 10 (Rev A); HHS - 00 - 14 (Rev A); HHS - 00 - 20 (Rev A); HHS - 01 - 01 (Rev A); HHS - 01 - 02 (Rev A); HHS - 01 - 03 HHS - 00 - 09 (Rev A); HHS - 01 - 04 HHS - 00 - 09 (Rev A); HHS - 01 - 05 HHS - 00 - 09 (Rev A); HHS - 01 - 06 HHS - 00 - 09 (Rev A); HHS - 01 - 10 HHS - 00 - 09 (Rev A); HHS - 01 - 12 HHS - 00 - 09 (Rev A); HHS - 01 - 13 HHS - 00 - 09 (Rev A); HHS - 01 - 14 HHS - 00 - 09 (Rev A); HHS - 01 - 15 HHS - 00 - 09 (Rev A); ROL7751\_01\_401 (Rev C); Flood Risk Assessment ref. J-367-Rev.01; Design and Access Statement; Heritage Statement; Survey Report

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

- 4 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include-
  - i. a detailed scheme of maintenance;
  - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used;
  - iii. full details of planting species and density.

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CC1, CC2, CC3, D1, D2 and A3 of the London Borough of Camden Local Plan 2017.

- 5 Before the development commences, details of secure and covered cycle storage area for 1 cycle for the lower ground floor unit shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

**DRAFT**

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation.

The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

**DRAFT**

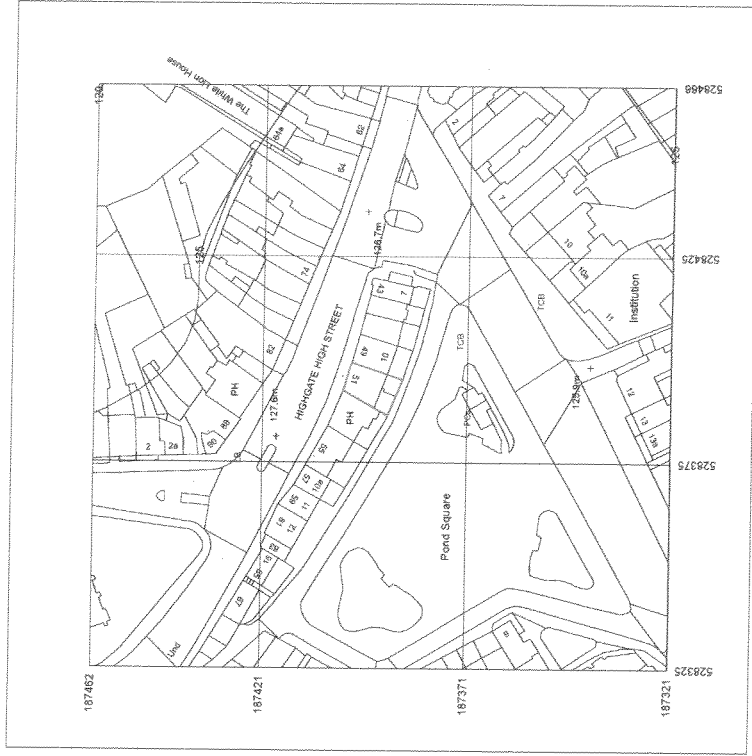
**DECISION**

ANNEX 2

PLAN OF THE PROPERTY



This drawing is copyright. Do not make from this drawing.  
It is to be used for the purpose for which it was prepared and any discrepancy, error or omission reported to the architect.  
This drawing shall be used in conjunction with all relevant architectural and engineering drawings and specifications.



51 Highgate High Street - Location Plan - 1:1250 @ A3

REV	DATE	BY	CHK	DATE
PROJECT				
51 Highgate High Street				
LONDON N6 SLA				
CLIENT				
Adam Knight				
DRAWING				
SITE LOCATION PLAN				
SCALE	DATE	DRAWN	CHECKED	
1:1250 @ A3	17/08/01	JD		
STATUS				
PLANNING				
DRANSFIELD				
OWENS				
DESIGN				
ARCHITECTS				
151-153 Highgate Road, London N6 6LP				
020 7491 1460 www.dransfieldowens.com				
DRAWING NO				
HHS 00 00				
REVISION				







DATED

8 AUGUST

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

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