

DATED

14 August

2024

**(1) ESTATES SECURITIES AND ASSET MANAGEMENT
(FREEHOLD) LIMITED**

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

**21 Baldwin's Gardens Holborn And Covent Garden London EC1N 7UY and 43 Leather
Lane, London, EC1N 7TJ**

pursuant to

**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 of the Highways Act 1980**

**Section 16 of the Greater London Council (General Powers) Act 1974;
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 1824

G:\case files\culture & env\planning\EG\s106 Agreements\21 Baldwin's Gardens
CLS/COM/EG/1800.2224
s106 FINAL

CONTENTS

1. Recitals
2. Definitions
3. Construction
4. Obligations of the Owner
 - 4.1 Affordable Housing Contribution
 - 4.2 Car Free
 - 4.3 Construction Management Plan
 - 4.4 Construction Management Plan Bond
 - 4.5 Bike Hanger Contribution
 - 4.6 Jewellery Workshop Floorspace
5. Notice to the Council/Other Matters
6. General Provisions
7. Mortgagee Exemption
8. Joint and Several Liability
9. Rights of Third Parties

SCHEDULES

Schedule 1 – Site Location Plan

Schedule 2 – Draft Planning Permission

Schedule 3 – Construction Management Plan

Schedule 4 – Jewellery Workspace Plan

THIS AGREEMENT is made the 14th day of August 2024
BETWEEN:

A. **ESTATES SECURITIES AND ASSET MANAGEMENT (FREEHOLD) LIMITED** (Co. Regn. No. 11837864) whose registered office is at Suite 11 30 Red Lion Street, Richmond, Surrey, England, TW9 1RB (hereinafter called "the Owner") of the first part

B. **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 NGL277086.

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 21 February 2021 and the Council resolved to grant permission conditionally under reference number 2020/5897/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

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

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"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 £76,500 (Seventy Six Thousand and Five Hundred 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	"Affordable Rent"	a rental level based upon an approved methodology (to be agreed by the Council and the Owner in writing) for establishing the rental levels to be proposed to tenants of the Jewellery Workspace AND PROVIDED ALWAYS THAT the rent for the Jewellery Workspace is always fifty percent (50%) lower than the market value of comparable space found within a one mile radius of the Property to be reviewed annually following first Occupation of the Jewellery Workspace (or other such review timeframe that the Council may agree to in writing)
2.5	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.6	"the Bike Hanger"	the sum of £4,320 (Four Thousand and Three Hundred and Twenty 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 a bike hanger on the Public Highway in the vicinity of the Development
2.7	"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
2.6	"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
2.7	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.8	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking 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 Schedule 3 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):-</p> <ul style="list-style-type: none"> (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;

		<p>(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);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>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</p>
2.9	"the Construction Management Plan Bond"	the sum of £4,075.60 (Four Thousand and Seventy Five Pounds and Sixty Pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.4
2.10	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,874 (Seven Thousand and Eight Hundred and Seventy 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 approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.11	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>
2.12	"the Council's Considerate"	the document produced by the Council from time to time

	Contractor Manual"	entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.13	"the Development"	<p>enlargement of existing basement, erection of a single storey mansard roof extension, four storey rear extension, and change of use of existing commercial floor space to create 4 flats and a basement level jewellery workshop.</p> <p>(Reconsultation: BIA) as shown on drawing numbers:- A-0-100-P2, A-0-101-P2, A-0-102-P2, A-0-103-P1, A-0-104-P1, A-0-105-P1, A-0-106-P1, A-0-107-P1, A-1-150-P2, A-1-151-P2, A-1-100-P5, A-1-101-P5, A-1-102-P5, A-1-103-P5, A-1-104-P4, A-1-105-P4, A-1-107-P3 (Received 9/02/2021), A-1-106-P4, A-2-200-P5, A-2-201-P6, A-3-300-P4, A-3-301-P3, A-2-202-P3 (Received 18/12/2020), A-6-001. Hydrogeological and hydrological aspects of Basement Impact Assessment (BIA) dated 12/07/2023 by RSA Geotechnics; Land Stability Report for Basement Impact Assessment Version 3 dated May 2024 by RSA Geotechnics</p>
2.14	"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
2.15	"the Jewellery Workspace"	<p>The 46 (forty six) square metres of net internal floor space within the Development as shown outlined red on the jewellery workspace plan attached at Schedule 4 which is to be used exclusively for purposes within Class E(g)(iii) of the Use Classes Order as jewellery manufacturing/jewellery workshop space and to be offered for rent (and for all subsequent new leases) for a minimum period of 12 months and to remain at an Affordable Rent for the lifetime of the Development and at all times the Owner must meet the following requirements:</p> <p>(a) The provision of the accommodation to be to at least</p>

		<p>shell and core level with the following additional specification:</p> <ul style="list-style-type: none"> (i) The provision of durable floor covering over the Jewellery Workspace floor; (ii) The provision of lighting, heating, energy supply, painted walls and ceilings; telephone sockets and WCs on the Jewellery Workspace floor; and (iii) To ensure the standard is suitable for the intended jewellery sector occupiers <p>(b) If the additional specification listed in paragraphs (a)(i), (a)(ii) and (a)(iii) above is not provided a rent free period must be offered to any jewellery sector tenants in lieu to the value of the cost of the works set out in paragraph (a) above such amount to be agreed by the Owner with the Council in writing.</p>
2.16	"Jewellery Workspace Marketing Plan"	<p>A detailed marketing plan to be prepared by the Owner setting out a package of measures to be adopted by the Owner in marketing the Jewellery Workspace within a clear 12 month period commencing on the date of approval of the plan by the Council and to include:</p> <ul style="list-style-type: none"> (i) The marketing particulars and specification of the Jewellery Workspace to be offered at the Affordable Rent; (ii) Details of how and where the Jewellery Workspace will be marketed; (iii) Measures to ensure that the Jewellery Workspace is properly marketed to jewellery businesses in the local area and a specific strategy to promote the Jewellery Workspace through local business channels (iv) While the Jewellery Workspace is unoccupied by a tenant or tenants to prepare a report at 4 (four) months intervals from the date of commencement of the marketing period (with the Owner to inform the Council of the date in

		writing) with details of the marketing efforts made by the Owner in accordance with the approved Jewellery Workspace Marketing Plan during the previous 4 (four) months to market the Jewellery Workspace to secure a suitable tenant AND such details to be submitted to the Council's Planning Monitoring Officer on six occasions at the 4 (four), 8 (eight), 12 (twelve), 16 (sixteen), 20 (twenty) and 24 (twenty four) month intervals during the agreed 24 (twenty four) months marketing period OR until such time that a suitable tenant for the Jewellery Workspace is secured by the Owner
2.17	"Jewellery Workspace Payment in Lieu"	The sum of £22,908 (Twenty Two Thousand and Nine Hundred and Eight Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and in the event of receipt to be applied by the Council for the development or retention of jewellery business in the Hatton Garden area
2.18	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.19	"the Parties"	mean the Council and the Owner
2.20	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 2 February 2021 for which a resolution to grant permission has been passed conditionally under reference number 2020/5897/P subject to conclusion of this Agreement
2.21	"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
2.22	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.23	"the Property"	the land known as 21 Baldwin's Gardens Holborn And

		Covent Garden London EC1N 7UY and 43 Leather Lane London EC1N 7TJ the same as shown edged red on the site location plan annexed at Schedule 1
2.24	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.25	"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
2.26	"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
2.27	"the Use Classes Order"	The Town and Country Planning (Use Classes) Order 1987 (as amended)

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

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

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 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.

4.2.2 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

4.2.5 To ensure that prior to occupying any part of the Development each new occupant 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 Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.6 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business 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).

4.2.7 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.2.5 and 4.2.6 above will remain permanently.

4.2.8 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 units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.5 and 4.2.6 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 On or prior to the Implementation Date to:

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

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and

in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.4 CONSTRUCTION MANAGEMENT PLAN BOND

4.4.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.4.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.4.4 The Owner must once notified by the Council in accordance with Clause 4.4.3 acknowledge the notice within 24 hours of being notified and:

(a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

(b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

4.4.5 In the event the Owner does not comply with the obligations in 4.4.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.4.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management

Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.

- 4.4.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.4.5.

4.5 BIKE HANGER CONTRIBUTION

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Bike Hanger Contribution in full.
- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Bike Hanger Contribution in full.

4.6 JEWELLERY WORKSPACE

- 4.6.1 Not to Occupy or permit first Occupation of the Development until the Jewellery Workspace Marketing Plan has been submitted to the Council as demonstrated by written notice to that effect.
- 4.6.2 Not to Occupy or permit Occupation of any part of the Jewellery Workspace except for a use being solely for purposes relating to the local jewellery trade falling within Class E(g)(iii) of the Use Classes Order for the lifetime of the Development at an Affordable Rent.
- 4.6.3 It is agreed by the Parties that for the avoidance of doubt clause 4.6.2 shall apply to all subsequent assignments of the lease and sub-lettings of the Jewellery Workspace.
- 4.6.4 The Jewellery Workspace shall be used for the lifetime of the Development for no other purpose other than purposes relating to the local jewellery trade within Class E(g)(iii) of the Use Classes Order AND in the even of any part of the Jewellery Workspace being used for a purpose not falling within Class E(g)(iii) as workspace

solely for purposes relating to the local jewellery trade then Occupation of the Development shall cease forthwith.

- 4.6.5 Not to Occupy or permit Occupation of any other part of the Development unless the Jewellery Workspace is available to let or is let in accordance with the Jewellery Workspace Marketing Plan on the same terms set out in sub-clauses 4.6.2, 4.6.3 and 4.6.4 of this Agreement.
- 4.6.6 In the event that the Owner has not found a suitable tenant for the Jewellery Workspace within the agreed 24 (twenty four) months marketing period then:
- a) The Owner shall provide the evidence to the Council of marketing that has taken place during that 24 (twenty four) months period in accordance with the approved Jewellery Workspace Marketing Plan; and
 - b) Pay the Jewellery Workspace Payment in Lieu to the Council in full;

Following which the Council following review shall confirm in writing that the Jewellery Workspace floorspace shall revert to Class E of the Use Classes Order and all obligations stated under clause 4.6 of this Agreement shall cease to have further effect.

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 2020/5897/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its 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 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 2020/5897/P.
- 5.7 Payment of any contribution pursuant to Clause 4 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 2020/5897/P. Electronic Transfer be made directly to 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.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Office for National Statistics 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number

2020/5897/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 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 its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

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

EXECUTED AS A DEED BY)
ESTATES SECURITIES AND ASSET)
MANAGEMENT (FREEHOLD) LIMITED)
acting by a Director


.....

Director

in the presence of: AMAL MERHI)

Witness Signature 
Witness Name: AMAL MERHI
Address: 23 BURLINGTON ROAD, ISLEWORTH TW7 4LU
Occupation LECTURER

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

P. Alexander

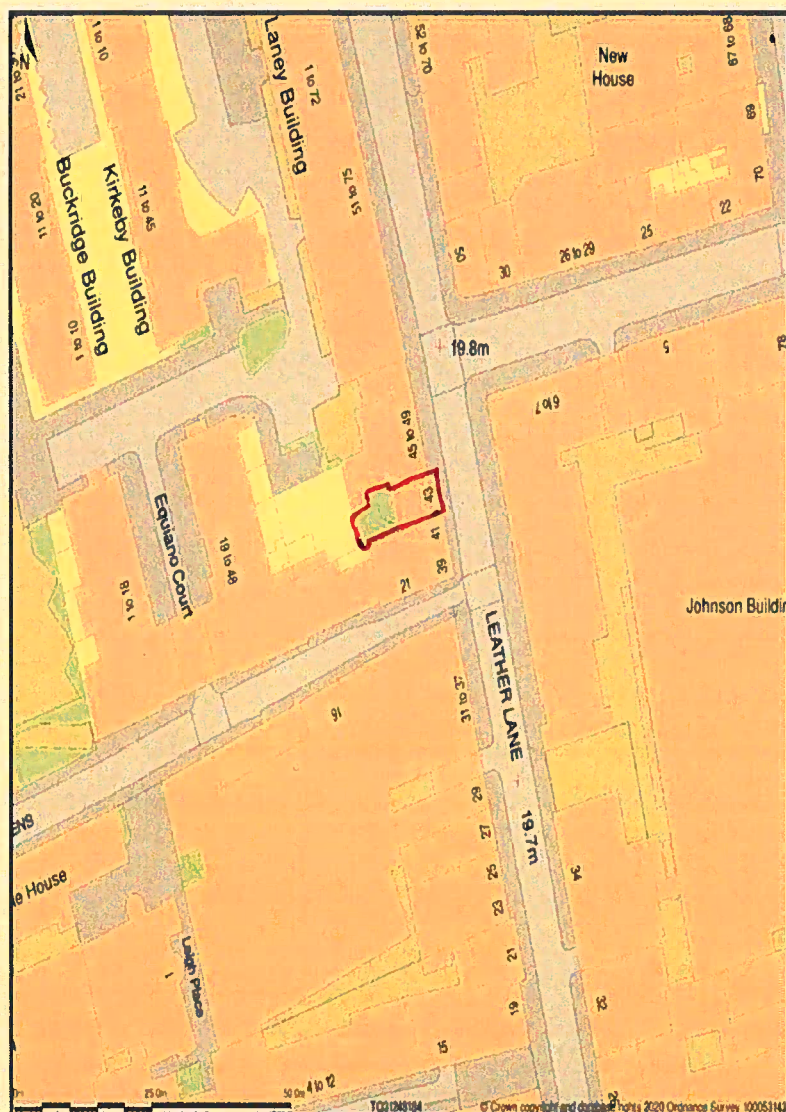
.....
Authorised Signatory



SCHEDULE 1

PLAN

21, Baldwin s Gardens, Holborn And Covent Garden, London, Camden, EC1N 7UY





SCHEDULE 2
DRAFT PLANNING PERMISSION

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

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

Application ref: 2020/5897/P
Contact: Neil McDonald
Tel: 020 7974 2061
Date: 26 July 2024

David Lees Architects
8 Listria Park
Hackney
London
N16 5SN

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:
21 Baldwin's Gardens
London
EC1N 7UY

Proposal:

Enlargement of existing basement, erection of a single storey mansard roof extension, four storey rear extension, and change of use of existing commercial floor space to create 4 flats and a basement level jewellery workshop. (Reconsultation: BIA)

Drawing Nos: A-0-100-P2, A-0-101-P2, A-0-102-P2, A-0-103-P1, A-0-104-P1, A-0-105-P1, A-0-106-P1, A-0-107-P1, A-1-150-P2, A-1-151-P2, A-1-100-P5, A-1-101-P5, A-1-102-P5, A-1-103-P5, A-1-104-P4, A-1-105-P4, A-1-107-P3 (Received 9/02/2021), A-1-106-P4, A-2-200-P5, A-2-201-P6, A-3-300-P4, A-3-301-P3, A-2-202-P3 (Received 18/12/2020), A-6-001. Hydrogeological and hydrological aspects of Basement Impact Assessment (BIA) dated 12/07/2023 by RSA Geotechnics; Land Stability Report for Basement Impact Assessment Version 3 dated May 2024 by RSA Geotechnics.

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 The development hereby permitted shall be carried out in accordance with the following approved plans: A-0-100-P2, A-0-101-P2, A-0-102-P2, A-0-103-P1, A-0-104-P1, A-0-105-P1, A-0-106-P1, A-0-107-P1, A-1-150-P2, A-1-151-P2, A-1-100-P5, A-1-101-P5, A-1-102-P5, A-1-103-P5, A-1-104-P4, A-1-105-P4, A-1-107-P3 (Received 9/02/2021), A-1-106-P4, A-2-200-P5, A-2-201-P6, A-3-300-P4, A-3-301-P3, A-2-202-P3 (Received 18/12/2020), A-6-001. Hydrogeological and hydrological aspects of Basement Impact Assessment (BIA) dated 12/07/2023 by RSA Geotechnics; Land Stability Report for Basement Impact Assessment Version 3 dated May 2024 by RSA Geotechnics.

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

- 3 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 policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 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 A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 5 Full details of a lighting and ventilation strategy for the proposed basement level Jewellery workshop shall be submitted to and agreed in writing by the Local Planning Authority prior to occupation of the development. The details shall demonstrate good quality lighting appropriate for jewellery manufacture whilst preserving the amenity of surrounding residential occupants.

These measures shall be installed prior to occupation and permanently retained and maintained thereafter.

Reason: To provide an acceptable standard of workspace for future occupiers of the jewellery workspace and to safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, E1, A1, A4 and D1 of the London Borough of Camden Local Plan 2017.

- 6 The site shall be inspected from time to time during the construction/demolition work by a suitably qualified professional for potential ground contamination. In the event that any potential contamination is found, the works shall cease and the site fully assessed to enable an appropriate remediation plan to be developed. Works shall not recommence until a written scheme of remediation measures has been submitted to and approved by the local planning authority in writing.

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 in writing 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 policies G1, D1, A1, and DM1 of the London Borough of Camden Local Plan 2017.

- 7 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the approved BIA reports and confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

The proposed works would be similar in scale and massing to a previously approved scheme on the same site application reference: 2014/6880/P granted on 31/03/2015. Further to this application 2018/2839/P dated 28/02/2020 was granted planning permission subject to section 106 agreement. Officers consider the proposed scheme acceptable in principle. The erection of a single storey mansard roof extension, four storey rear extension, alteration to an existing basement and ground floor commercial space, and the formation of residential units on the upper floor, has been agreed in principle in both previous applications.

The subject site whilst accessed from Baldwin's Gardens, fronts onto Leather Lane (no.43) and is entirely visible from the Bourne Estate to the rear. The property is within the Hatton Garden Conservation Area, and is listed as a positive contributor (under the address of no.43 Leather Lane) within the conservation area statement. The property is not a listed building, with the closest listed building being the Laney Building, some 16m to the north of the site along the terrace.

Proposed is the formation of a mansard style roof extension and a rear largely infill extension (though with a projection) at first to fourth floor (roof) levels. In determining this application, it is acknowledged that similar additions to the building were previously approved ref: 2014/6880/P dated 31/03/2015 and 2018/2839/P dated 28/02/2020. Given that the proposed roof addition would be similar in scale and form to what was previously approved, officers raise no objection.

Notwithstanding this, the current scheme proposes a new fenestration design to the rear elevation with large aluminium-framed doors and windows with Juliet balconies. Although not traditional in detailing or proportions, it would be subject to limited views and would

still provide a high quality design.

Policy E2 of the Camden Local Plan seeks to protect the historic jewellery sector in Hatton Garden (where this site is located), where jewellery-making workshop space is the priority land use. The current application includes the provision of 58sq.m of workshop floor space at ground and basement level, with a useable floorspace NIA of 46sqm at basement level. Officers note that the previous application (2018/2424/P) secured 49sqm at first floor level. The current proposals provide the workshop unit at basement level to mitigate adverse noise on upper floors residential spaces. Officers consider the proposed basement workshop unit would be acceptable. In order to ensure reasonable working space for future occupier's a condition is secured requesting details of specialist lighting and ventilation within the space.

To ensure the unit is affordable, the agent has agreed to 1) advertise demonstrably affordable rents for the workshop space, 2) market the premises through the right channels / networks to ensure widespread awareness of the opportunity, alongside the submission of a marketing plan to be signed off by the Economic Development team, and 3) ensure that any marketing materials clearly confirm that the landlord will themselves fund the fit out of the jewellery workspace according to the jewellery workshop specification required by the business leasing the space. A jewellery workspace payment in lieu of £22,908 has also been negotiated to be paid to the Council in the event that a suitable tenant for the jewellery workspace has not been found within the 24 month marketing period.

- 2 Jewellery workshop floorspace is the priority use within Hatton Garden, and subject to the above being secured by S106 agreement, given the history and context of the site, the proposal is considered to be acceptable in land use terms.

This current application seeks to change the use of B1 floor space at first, second third floor to residential floor space. Policy H7 seeks to provide a range of residential unit sizes to meet demand across the borough and regards 2 and 3 bed units as high priority. The Council take a flexible approach when assessing development against Policy H7 taking into account the character of the development, the site and the area. The proposed development would provide one high priority 2bed flat at first floor level and three 1bed units at 2nd to 4th floor levels.

The proposed residential units would be dual aspect with the front overlooking Leather Lane and the rear overlooking an existing internal rear courtyard. All proposed units would also have a minimum of 2.3m floor to ceiling height. The proposed 1bed units would meet the minimum space standards of 50sqm for 1bed 2person flats, whilst the proposed 2bed unit would measure 61.8sqm which meets the requirement of 61sqm for a 2bed 3person flat. Therefore, officers consider the development would provide acceptable residential accommodation for future occupiers.

With regards to overlooking of neighbouring properties, officers note that the proposed rear elevation windows would be fitted into existing rear elevation openings albeit with increased width and height. It is also noted that the proposed glazing ratio would be smaller than what was previously approved in planning permission 2018/2839/P dated 28/02/2020. Therefore, officers do not consider the proposed works would give rise to adverse overlooking impact.

Given that the proposed extension's scale would be similar that what was previously approved; it is considered that the development would not result in undue harm in terms of outlook, privacy or noise.

The application property is located within an area of PTAL rating 6b. The property is readily accessible by public transport as it is within short walking distance of Farringdon, and Chancery Lane tube stations. The surrounding streets are within a Controlled Parking Zone. In line with Policy T2 of the adopted Local Plan, we expect all new developments to be secured as "car free" by means of a Section 106 Agreement. The development is a comprehensive reconfiguration of the building and there are no existing residential tenants to return once the works are completed. As such, it is considered that all four flats at this address should be subject to the car free S106 clause.

The installation of 6.5 cycle parking facilities would typically be required for this number of flats, however, officers recognise the constraints of the site with limited space for internal or external cycle provision without compromising the existing ground floor commercial unit. Internal areas are stepped access with restricted space for manoeuvring which is not conducive to bringing cycles into the flats. The internal layout is unable to comfortably accommodate cycle parking and allow residential use. As such, a financial contribution of £4,320 towards the provision of a cycle storage hanger in the vicinity of the site is sought.

Due to the nature of the works and the location of the site, a Construction Management Plan (CMP), Implementation Support Contribution and bond shall be secured via S106 agreement.

- 3 The proposed development involves the deepening of the existing basement of the building and its extension beneath the new five-storey extension to the rear. In line with Camden's local plan policy A5 (basements) and Planning Guidance CPG: Basements, a Basement Impact Assessment was submitted. This has been audited on behalf of the Council by qualified independent assessors confirming that there will be no significant impacts to slope stability and hydrology of the area and that any damage to neighbouring properties will be of scale that is superficial only (Burland category 1 or less). The BIA recommends structural movement monitoring as part of any party wall agreement. This and the other requirements of the BIA are secured as a condition to this permission. Risks from ground contamination from the basement works are considered low but a condition is attached requiring the monitoring of this and a remediation strategy to be prepared if it becomes necessary.

Policy H4 of the Council's Local Plan aims to maximise the supply of affordable housing and expects a contribution towards affordable housing from all developments that provide one or more additional homes and a total addition to residential floorspace of 100sqm GIA or more. Based on the proposed uplift of 255sqm (GIA) residential floorspace, the sliding scale in this instance would require a provision equal to 6% of the total C3 floorspace which results in an overall requirement of £76,500.00. This financial contribution will be secured via a section 106 agreement.

No comments were received in relation to this scheme following public consultation. The planning history of the site and surrounding area has been considered in determining this application.

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

As such, the proposal is in general accordance with policies G1, A1, A4, A5, D1, D2, E1, E2, T1, T2 and T4 of the London Borough of Camden Local Plan 2017. The proposed development also accords with the London Plan 2021 and the National Planning Policy Framework 2023.

- 4 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 6 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).
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 8 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 The correct street number or number and name must be displayed permanently on the

premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

- 10 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

SCHEDULE 3

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>

Please use the Minimum Requirements (also available on the Council's website) 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

