

DATED 21 February 2024

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) CDR NOMINEECO 1 LIMITED and CDR NOMINEECO 2 LIMITED

and

(3) CBRE LOAN SERVICES LIMITED

and

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

AGREEMENT

relating to land known as

57 Hartland Road London NW1 8DB

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);
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 Section 278 of the Highways Act 1980

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CLS/COM/ESA/1800.2110
s106 FINAL

THIS AGREEMENT is made the 21st day of February 2024

BETWEEN:

- A. **NETWORK RAIL INFRASTRUCTURE LIMITED** (Co. Regn. No. 02904587) whose registered office is at Waterloo General Office, London SE1 8SW (hereinafter called "the Freeholder") of the first part
- B. **CDR NOMINEECO 1 LIMITED** (Co. Regn. No. 11519165) and **CDR NOMINEECO 2 LIMITED** (Co. Regn. No. 11519140) both of 140 London Wall, London EC2Y 5DN (hereinafter called "the Leaseholder") of second part
- C. **CBRE LOAN SERVICES LIMITED** of (Co. Regn. No. 05469838) of Henrietta House, Henrietta Place, London England, W1G 0NB (hereinafter called "Mortgagee") of the third part
- D. **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 Freeholder is the unregistered freehold owner and is entitled to be registered at the Land Registry as the freehold proprietor of the Property and is interested in the Property for the purposes of section 106 of the Act
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL986033 subject to a charge to the Mortgagee.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.6 The Freeholder enters into this Agreement provided that the Freeholder shall not be liable for the obligations contained in this Deed otherwise than as set out at clause 3.1.
- 1.7 A Planning Application for the development of the Property was submitted to the Council and validated on 15 June 2021 and the Council resolved to grant permission conditionally under reference number 2021/2905/P subject to the conclusion of this legal Agreement.
- 1.8 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.
- 1.9 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.
- 1.10 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.11 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL986033 and dated 3 September 2019 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	"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
2.4	"Affordable Housing Contribution"	the sum of £86,100.00 (eighty-six thousand and one hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.5	"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	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of any 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):-</p> <p>(a) a statement to be submitted to Council giving details</p>

		<p>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 any existing buildings or structures on the Property and the building out of the Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <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>(f) 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 £7,500.00 (seven thousand five hundred pounds) 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 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.
2.10	"the Construction Management Plan Implementation Support Contribution"	the sum of £3,920.00 (three thousand nine 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 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"	the whole period between (a) the Implementation Date and (b) the date of issue of the Certificate of Practical Completion and for the avoidance of doubt includes the demolition of any existing buildings
2.12	"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
2.13	"the Development"	refurbishment and conversion of existing building to create a Class E unit at ground floor and two dwellings (Class C3) at first and second floor and erection of a three storey house (Class C3) to the rear, with associated works. as shown on drawing numbers:- Noise and Vibration Report 20423.NVA.01, Sedum Blanket Spec, Sedum Blanket drawing, Sedum Blanket Species List, 020-02, 017-02, 016-02, 015-02, Draft CMP pro forma, Sustainability and Energy Statement March 2021, 014-02, 013-02, 012-03, 011-03, 010-03, 009-03-03, 008-03, 007-03, 006-02, 005-03, 004-03, 003-04, 002-04

2.14	"the Class E Unit"	that part of the Development comprising the refurbishment and conversion of the existing building at the Property to create a Class E unit at ground floor level within the area edged in brown and marked "Royal Exchange Tavern on the plan annexed hereto
2.15	"the Highways Contribution"	<p>the sum of £16,782.00 (sixteen thousand seven hundred and eighty-two 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 carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-</p> <p>(a) remove the footway bollards and granite setts, and for the like for like replacement of the rest of the footway as a result of damage caused by demolition and construction activities; and</p> <p>(b) any other works the Council acting reasonably considers necessary as a direct result of the Development</p> <p>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</p>
2.16	"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
2.17	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

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 the Freeholder the Leaseholder and the Mortgagee
2.20	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 15 June 2021 for which a resolution to grant permission has been passed conditionally under reference number 2021/2905/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 57 Hartland Road London NW1 8DB the same as shown outlined in red on the plan annexed hereto
2.24	"the Public Highway"	any carriageway footway and/or verge adjoining the Property 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 School Travel Plan Monitoring Contribution"	the sum of £4,881.00 (four thousand eight hundred and eighty one pounds) to be paid by the school 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 School Travel Plan over a five year period from the date of first Occupation of the Development
2.28	"the School Travel Plan Co-ordinator"	appointed by the school to deliver the objectives of the Travel Plan and at all times to: <ul style="list-style-type: none"> - be responsible for the coordination, implementation,

		<p>reporting and review of the School Travel Plan;</p> <ul style="list-style-type: none"> - secure an ongoing process of continuous improvement of sustainable modes of transport at the school; - the School Travel Plan Co-ordinator could be a teacher, head teacher, PSHE co-ordinator, school governor, or school travel consultant for the school, or such other person of suitable equivalent qualification and authority.
2.29	"the School Travel Plan"	<p>a plan setting out a package of measures and targets to be adopted by the school to be submitted for approval to the Council's School Travel Plan Officer via the TFL STARS website (https://stars.tfl.gov.uk/About/About) with clear targets to reduce motor vehicle use and promote the use of sustainable modes of travel to and from the school over a five year period from the month of Occupation incorporating (but not limited to) the following as appropriate for a creche/nursery:-</p> <ul style="list-style-type: none"> a) the elements set out in the Second Schedule hereto; b) incorporate a provision to undertake a substantial initial school travel survey ("the Initial Travel Survey") of all pupils and staff and consultation with pupils and their families, staff, and management at the Property within six months of Occupation; (in the event of the Property already being occupied then the Initial Travel Survey will incorporate a baseline assessment survey to be undertaken (and submitted to the Council) prior to Implementation and a thereafter a further survey to be undertaken six months following Practical Completion of the Development); c) to incorporate mechanisms for monitoring targets and reviews of the school travel plan to be carried out annually in the same month as the Initial Travel Survey was completed; d) to ensure that the completed travel plan is uploaded on to the Transport for London STARS

		<p>website (https://stars.tfl.gov.uk/) and to ensure that the annual reviews are uploaded annually thereafter;</p> <p>e) to ensure that the School achieves a minimum of Bronze accreditation on STARS in the first academic year following Practical Completion or Occupation (as the case may be) with a view to achieving Gold accreditation by the fifth anniversary of the travel plan;</p> <p>f) the travel plan should include participation in travel activities, such as 'walk once a week', 'green transport week', and 'Bikeability training', alongside other such travel activities and to ensure that these are uploaded on to the STARS website with supporting evidence once complete;</p> <p>g) to ensure that the STARS accreditation status and travel plan are included in the school's prospectus, on the website and relevant information promoting the school; and</p> <p>h) 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.</p>
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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 PROVIDED THAT the Freeholder shall not be bound by the obligations contained herein and the Council shall not enforce

the covenants, undertakings, restrictions and obligations in this Agreement against the Freeholder unless and until: (1) the Freeholder acquires any leasehold interest in the Property or (2) the leasehold interest in the Property under Title Number NGL986033 is surrendered and (3) the Freeholder enters into possession of the Property.

- 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, 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" 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 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

Residential

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 of any of the residential units within the Development 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.

Commercial

- 4.2.5 To ensure that prior to occupying any commercial units within the Development each new occupant any commercial unit within 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 commercial unit forming part of the Development at any time during which the occupier of the commercial 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 of the commercial units forming part of the Development the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the commercial 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 HIGHWAYS CONTRIBUTION

4.5.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.

4.5.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

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

4.5.4 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans.

4.5.5 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.

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

4.5.7 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.

4.5.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

4.6 **SCHOOL TRAVEL PLAN**

4.6.1 On or prior to the Occupation Date of the Class E Unit (if occupied by a nursery or creche) to:-

- (a) submit on the STARS website the School Travel Plan for approval by the Council; and
- (b) pay to the Council the School Travel Plan Monitoring Contribution

4.6.2 Not to Occupy or permit Occupation of the Class E Unit (if occupied by a nursery or creche) until such time as:

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

4.6.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of the Class E Unit (if occupied by a nursery or creche) at any time when the Class E Unit (if occupied by a nursery or creche) is not being managed in strict accordance with the School Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Class E Unit (if occupied by a nursery or creche) otherwise than in strict accordance with the requirements of the School Travel 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 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 2021/2905/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 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 2021/2905/P.
- 5.7 Payment of any contributions 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 2021/2905/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 AllIRP") figure last published by the Office for National Statistics at the date hereof is

the denominator ("X") and the last AIIIRP figure published before the date such payment or application is made ("Y") less the last published AIIIRP figure at the date hereof ("X") is the numerator so that

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

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 2021/2905/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 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 completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
- 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(s) 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

Signatories

EXECUTED AS A DEED by)
NETWORK RAIL INFRASTRUCTURE)
LIMITED acting by its attorney)
.....)
in exercise of a power of attorney dated 24)
March 2023 in the presence of:)

[Redacted]
Acting as attorney for NETWORK RAIL
INFRASTRUCTURE LIMITED

AG

December

Signature of Witness: [Redacted]

Name: *ROOPA DESHMUKH*

Address: *WATERLOO RD, SE1 8SW*

SEAL NET
47788

I confirm that I was physically present when [Redacted] signed this deed

.....
[Redacted]

**EXECUTED AS A DEED BY
CDR NOMINEECO 1 LIMITED**
Acting by two Authorised Signatories

.....
.. CHARLOTTE CYWINSKI

.....
.....
.....

Authorised signatory

.....
.. KATE HAWKER

.....
.....
.....

Authorised signatory

**EXECUTED AS A DEED BY
CDR NOMINEECO 2 LIMITED**
Acting by two Authorised
Signatories

.....
.. CHARLOTTE CYWINSKI

.....
.....
.....

Authorised signatory

.....
.. KATE HAWKER

.....
.....
.....

Authorised signatory

EXECUTED as a deed by
CBRE LOAN SERVICES LIMITED
acting by its attorney Miraj Patel
Authorized signatory

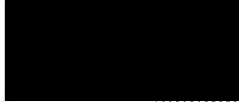
) CBRE LOAN SERVICES LIMITED
) by its attorney
) [Redacted] Miraj Patel
) Authorized signatory
)
) Signature of attorney

in the presence of:

Signature of witness:

Name (IN BLOCK
CAPITALS):

Address:



In the presence of
Witness signature:
Witness name: George Turner
Occupation: Asset Manager
Address: Henrietta House, Henrietta Place
London W1G 0NB

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

..... [Redacted]
Authorized 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://beta.camden.gov.uk/web/guest/construction-management-plans>

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 THE SCHOOL TRAVEL PLAN

PART I: Components of the School Travel Plan

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

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 School Travel Plan see the Transport for London's school travel plan website (STARS) and the Camden website:

<https://stars.tfl.gov.uk/About/About>

<https://www.camden.gov.uk/ccm/navigation/education/camden-schools/school-travel-plans/>

The School Travel Plan Co-ordinator will implement the School Travel Plan where appropriate in partnership with the Council's School Travel Plan Officer.

In drawing up the School Travel Plan the school 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 pupils/parents/staff and other visitors and display these on the 'school details' page of the relevant STARS page on the website.
- b. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for staff at the school.
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the school for pupils/parents/staff and other visitors.

2. Traffic Restraint

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

3. On-Street Parking Controls

The plan should aim to minimise the transport impacts of school run traffic in the surrounding area of the school including parking, loading and unloading.

4. Parking and Travel

A review of staff and pupils' travel should have the principal aim of reducing the amount of pupils being driven to school, and increasing the proportion of trips undertaken by bicycle, scooter (non powered) and on foot.

5. 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 covered cycle parking for staff, visitors and pupils

Consideration shall also be given to providing the following:

- b. changing and showering facilities for staff;
- c. cycle and equipment loans and insurance for staff;
- d. work with the Council to improve cycle routes to/from the school;
- e. cycle training sessions for staff, parents and teachers.

6. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the school must seek to:

- a. identify the number and type of servicing vehicles required for the school;
- 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;
- d. conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows and must not be carried out during school opening and closing times;
- e. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles).

PART II: Review and Monitoring of the School Travel Plan

The School Travel Plan Coordinator shall ensure that the School Travel Plan contains arrangements for the review and monitoring of the School Travel Plan, and that this is carried out on an ongoing basis annually in line with Transport for London's STARS system.

The monitoring should reflect the targets set out in the first year of the School Travel Plan in accordance with the criteria set out in the definition of School Travel Plan above, with the school achieving improvement in performance to Gold level on STARS by year 5.

BOUNDARY LINES
 Dashed line
 Solid line
 Dotted line
 Red line

Construction Risk Maintenance/Repair Risk | Non-Structural/Decorative Risk
 In addition to the hazards normally associated with the types of work outlined on the drawing this risk of the above, it is assumed that all works on the drawing will be carried out by a competent contractor using appropriate safety precautions by an experienced method statement.

Notes
 This document and its design content is copyright. It is to be read in conjunction with all other associated drawings and specifications. All dimensions to be obtained on site. Responsibility report any discrepancies, errors or omissions on this document to the originator. It is to be used for the purpose of the design only.

Rev.	Ch. ID	Change Name	Issuing Office	Date	By
	Scales @ A3		Maldstone	014.1949	

Client Approval
 A - Approved
 B - Approved with Comments
 C - Do Not Use

Status
 Purpose of Issue

Originator
 prime BUILDING CONSULTANTS LTD

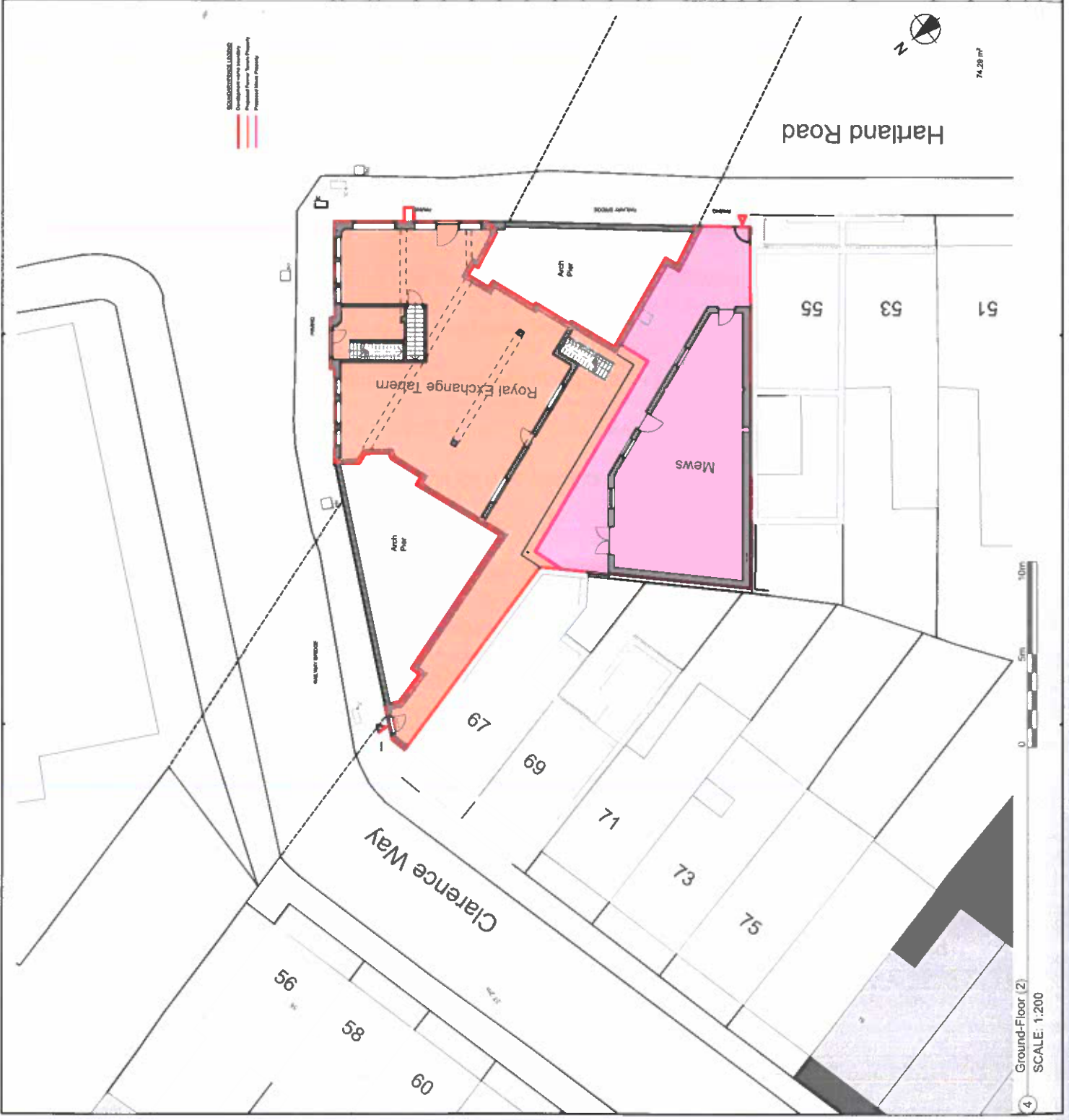
Project
 Former Royal Exchange Tavern
 57 Hartland Road, London, NW1 8DB

Layout Title
 S 106
 Arch Co

Client
 S 106
 Arch Co

Drawing Number
 project originator zone level type title number rev

FRT - PBC - - A 022



④ Ground-Floor (2)
 SCALE: 1:200

NORTHGATE SE GIS Print Template



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Application ref: 2021/2905/P
Contact:
Tel: 020 7974
Date: 1 February 2022

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

Turley
8th Floor
Lacon House
84 Theobald's Road
London
WC1X 8NL

Dear Sir/Madam

DRAFT
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:
57 Hartland Road
London
NW1 8DB

PROPOSAL

Refurbishment and conversion of existing building to create a Class E unit at ground floor and two dwellings (Class C3) at first and second floor and erection of a three storey house (Class C3) to the rear, with associated works.

Drawing Nos: Noise and Vibration Report 20423.NVA.01, Sedum Blanket Spec, Sedum Blanket drawing, Sedum Blanket Species List, 020-02, 017-02, 016-02, 015-02, Draft CMP pro forma, Sustainability and Energy Statement March 2021, 014-02, 013-02, 012-03, 011-03, 010-03, 009-03-03, 008-03, 007-03, 006-02, 005-03, 004-03, 003-04, 002-04.

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: Noise and Vibration Report 20423.NVA.01, Sedum Blanket Spec, Sedum Blanket drawing, Sedum Blanket Species List, 020-02, 017-02, 016-02, 015-02, Draft CMP pro forma, Sustainability and Energy Statement March 2021, 014-02, 013-02, 012-03, 011-03, 010-03, 009-03-03, 008-03, 007-03, 006-02, 005-03, 004-03, 003-04, 002-04.

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 policy D1 of the London Borough of Camden Local Plan 2017.

- 4 The cycle facilities hereby approved shall be provided in its entirety prior to the first occupation of any of the new units or commercial unit, 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.

- 5 The Mews dwelling, as indicated on plan number/s hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy C6 of the Camden Local Plan 2017.

- 6 The living roofs shall be fully provided in accordance with the details hereby approved 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 G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan 2017.

7 Noise Insulation

The design and structure of the development shall be of such a standard that it will protect residents within it from existing external noise so that they are not exposed to levels indoors of more than 35 dB LAeq 16 hrs daytime and of more than 30 dB LAeq 8 hrs in bedrooms at night.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise from transport, industrial and commercial noise sources in accordance with policy A1 of the Camden Local Plan 2017.

8 Vibration insulation

No vibration shall be transmitted to adjoining or other premises and structures through the building structure and fabric of this development as to cause a vibration dose value of greater than 0.4m/s (1.75) 16 hour day-time nor 0.26 m/s (1.75) 8 hour night-time as defined by BS 6472 (2008) in any part of a residential and other noise sensitive property.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by ground- or airborne vibration in accordance with policy A1 of the Camden Local Plan 2017.

9 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

10 Prior to occupation the windows for the mews building and converted pub labelled as obscure glazed on the drawings hereby approved shall be obscure glazed and permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1 and D1 of the London Borough of Camden Local Plan 2017.

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 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.
- 3 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.

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 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 paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate