

DATED

10 SEPTEMBER

2013

(1) RAINGATE LIMITED

and

(2) BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG

and

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

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

79-86 Chancery Lane
London
WC2A 1BQ

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

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London Borough of Camden
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London WC1H 9LP

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CLS/PK/1685.2094 (FINAL)



THIS AGREEMENT is made the 10th day of September 2013

BETWEEN:

1. **RAINGATE LIMITED** (incorporated in the Isle of Man under company number 107820C) whose address for service in the United Kingdom is care of Yorke Property Management Limited, 20 North Audley Street, London W1K 6WE (hereinafter called "the Owner") of the first part
2. **BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG** (incorporated in Germany under company number HRB56530) whose address is Budapester Strasse 1, 10787 Berlin, Germany (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title numbers NGL555155, LN182480 and 326239 (part) subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Property is subject to the Occupational Leases listed in the Third Schedule annexed hereto:

The Occupational Leases contain restrictions on the Occupational Tenants making alterations to the Property. The Owner is prepared to accept an obligation that it will not dispose of its interest in the Property to any of the Occupational Tenants (or anyone deriving title from the Occupational Tenants) nor (to the extent necessary) permit any alterations which will allow the Occupational Tenants to Implement the Planning Permission without in each case the Occupational Tenants concerned first

entering into an agreement with the Council covenanting in identical terms of this Agreement.

- 1.4 The Planning Application for the development of the Property was submitted to the Council and validated on 15th April 2013 and the Council resolved to grant permission conditionally under reference number 2013/2159/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge contained in a debenture dated 16 January 2008 registered under title numbers NGL555155, LN182480 and 326239 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 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" 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 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):-
- (i) 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;
 - (ii) incorporation of the provisions set out in the First Schedule annexed hereto
 - (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
 - (iv) proposals to ensure there are no adverse effects on the conservation area features;

- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction Phase"

the whole period between

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

2.6 "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

2.7 "the Development"

redevelopment of building to provide reconfigured office floorspace (Class B1) and the creation of a new office reception at ground floor level, replacement of mansard roof at fifth floor level, infill extension from first to fourth floor level, reconfigured residential floorspace (Class C3) to provide five new apartments (2 x 1 bed and 3 x 2 bed) at first floor level, together with reconfiguration of existing retail arrangement along Chichester Rents and Chancery Lane, and the creation of a new pedestrian route from Bishop's Court as shown on drawing numbers Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed Plans: 1966PL21 - 44; Extract of Drawing 1966PL22 (Rev A); Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013)

2.8 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of

the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

(a) the incorporation of the measures set out in the submitted document entitled Energy Statement by URS, dated April 2013;

(b) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use reasonable endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

(e) measures to enable future connection to a local energy network at the boundary of the Property;

(f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the

Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(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

2.9 "the Implementation Date"

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

2.10 "the Highways Contribution"

the sum of £64,405 (sixty-four thousand four hundred and five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

(i) to repave the footway adjacent to the Property; and

(ii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

2.11 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.12 "Occupation Date"

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

2.13 "the Occupational Leases"

the leases of parts of the Property listed in the Sixth Schedule

2.14 "the Occupational Tenants"

the current tenants (under the Occupational Leases) listed in the Sixth Schedule and their successors and assignees and sub-lessees

2.15 "the Parties"

the Council the Owner the Mortgagee

2.16 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 15th April 2013 for which a resolution to grant permission has been

passed conditionally under reference number 2013/2159/P subject to conclusion of this Agreement

2.17 "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

2.18 "the Planning Permission"

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

2.19 "the Property"

the land known as 79-86 Chancery Lane, London, WC2A 1BQ the same as shown edged red on the plan at the Fourth Schedule annexed hereto

2.18 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.20 "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

2.21 "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

2.22 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based which shall include:-

(a) an assessment under the BREEAM/BREEAM Domestic Refurbishment achieving at least an "excellent" rating and attaining at least 60% of the credits in each of the Energy and Water categories and at least 40% of the credits in the Materials category;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.23 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property

and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

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

provision of a mechanism for review and update as required from time to time

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

2.25 "the Travel Plan Monitoring Contribution" the sum of £2,780 (two thousand seven hundred and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

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

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

4.2.3 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.

4.2.4 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 upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.3 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.3.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.3.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council effect (such approval not to be unreasonably withheld or delayed) in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.3.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time (such approval not to be unreasonably withheld or delayed) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.4 **HIGHWAYS**

- 4.4.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.4.2 Not to Implement or to allow Implementation until such time as the Council has:-
- (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.4.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory

undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.

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

4.4.5 If the Certified Sum:

4.4.5.1 exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess; or

4.4.5.2 is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.6 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five (5) years from the Implementation Date the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.

4.5 **SUSTAINABILITY PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.5.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).

5.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council

(such approval not to be unreasonably withheld or delayed) and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.6 **TRAVEL PLAN**

4.6.1 On or prior to the Implementation Date to:-

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

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

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed); and
- (b) the Council has received the 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 any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council (such approval not to be unreasonably withheld or delayed) from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.7 **OCCUPATIONAL TENANTS AT THE PROPERTY**

4.7.1 Not to dispose of its interest in the Property to the Occupational Tenants (or anyone deriving title from the Occupational Tenants) at the Property without the Occupational Tenants concerned (or anyone deriving title from the Occupational Tenants) first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement; and

4.7.2 Not to permit the Occupational Tenants (or anyone deriving title from the Occupational Tenants) to make any alterations to the Property which will Implement the Planning Permission without in each case the Occupational Tenants concerned

(or anyone deriving title from the Occupational Tenants) first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement.

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 2013/2159/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 5.6 Submission of any plan to the Council under Clauses 4.2 (Construction Management Plan) 4.3 (Energy Efficiency and Renewable Energy Plan) 4.4 (Highways) 4.5 (Sustainability Plan) 4.6 (Travel 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 to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2013/2159/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4.3 (Highways) 4.7 (Travel Plan) of this Agreement shall be made by the Owner to the Council sending the full amount electronic transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 quoting the Income Code ZN768ZL065 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

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

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2013/2159/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

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

6.6 Neither the Owner 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and to the same being registered at the Land Registry as provided in Clause 6.4 hereof. Further, the Owner, the Mortgagee and the Council agree that the Mortgagee shall only be bound by the obligations contained in this Agreement in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
RAINGATE LIMITED)
a company incorporated in the Isle of Man)
by FIONA KIRKHAM AND OSCAR BROWN)
and being persons who in accordance with)
the laws of that territory are acting in)
under the authority of the company)

fionakir
.....
[Signature]

EXECUTED AS A DEED BY)
BERLIN-HANNOVERISCHE)
HYPOTHEKENBANK AG)
acting by a Director and its Secretary)
~~or by two Directors~~)

~~Director Name: (CAPITALS)~~)

~~Director Signature:~~)

~~Director/Secretary Name (CAPITALS)~~)

~~Director/Secretary Signature:~~)

Veronika Roth
[Signature]
Stefan Hielscher
[Signature]

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

R Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating HGVs must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

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 THIRD SCHEDULE

DRAFT DECISION LETTER - PLANNING PERMISSION



CBRE
Henrietta House
Henrietta Place
London
W1G 0NBApplication Ref: **2013/2159/P**

17 July 2013

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:
**79-86 Chancery Lane
London
WC2A 1BQ**

Proposal:

DECISION
Redevelopment of building to provide reconfigured office space (Class B1) and the creation of a new office space on the roof of the building, mansard roof at fifth floor level, infill extension from first to fourth floor level, reconfigured residential floorspace (Class C3) to provide five new apartments (2 x 1 bed and 3 x 2 bed) at first floor level, together with reconfiguration of existing retail arrangement along Chichester Rents and Chancery Lane, and the creation of a new pedestrian route from Bishop's Court.

Drawing Nos: Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed Plans: 1966PL21 - 44; Extract of Drawing 1966PL22 (Rev A); Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013)

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 the grant of permission.

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

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

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

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

Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed Plans: 1966PL21 - 44; Extract of Drawing 1966PL22 (Rev A); Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013).

Reason:

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

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

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

- 5 Prior to the commencement of development, details of secure cycle storage areas for 8 cycles associated with the new residential floorspace and 27 cycles associated with the commercial floorspace shall be submitted to and approved by the local planning authority in writing. The approved facilities shall thereafter be provided in their entirety prior to the first occupation of the residential floorspace, and permanently retained thereafter.

Reason: To ensure that the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps) where the noise level from that plant/equipment at any sensitive façade shall be at least 10dB(A) above the LA90 expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

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

a) Plan, elevation and section drawings, including jambs, head and cill, of all new external window and door including new security gates at a scale of 1:10 with typical glazing bar details at 1:1.

b) Plan, elevation and section drawings of the new shopfront including fascia sign at a scale of 1:10

c) Samples and manufacturer's details of new facing materials including Terracotta fins; metal cladding; metal roof; glazing. The brick samples shall be provided in a panel of facing brickwork demonstrating the proposed colour, texture, face-bond and pointing.

The relevant part of the proposed work shall be carried out in accordance with the details thus approved and all approved materials shall be retained on site during the course of the works.

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

9 Prior to first occupation of the new residential units, the first floor level windows fronting Chichester Street shall be obscured by a translucent material, obscurely glazed to 1.8 metres above the finished floor level. The obscure glazing shall be permanently retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

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

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

Informative(s):

- 1 The applicant is reminded of the requirement under Building Regulations Part 'E' to soundproof the both residential accommodation and office floorspace to protect residents from the noise of activities in other rooms or adjoining properties.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 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 between 08.00 and 18.00 hours Monday to Friday and 08.00 to 18.00 hours on Saturdays and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be charged on all new developments in London. Camden will be sending out a leaflet setting out how CIL will be paid if an affected planning application is successful.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to be paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 5 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.
- 6 With regard to condition no.4 you are advised to look at Camden Planning Guidance for further information and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 7 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a continuous period of 90 days or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 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 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (see Planning Guidance) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 10 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk.
- 11 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.

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

DRAFT

DECISION

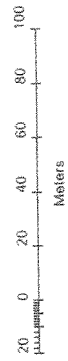


THE FOURTH SCHEDULE
PLAN OF THE PROPERTY



PLAN OF THE PROPERTY

Site application boundary



ORMS
Architecture
Design
1 Pine Street London EC1R 0AH
T 0207 832 8200
F 0207 832 8201
E orms@orms.co.uk

Project: 73 - 86 CHANCERY LANE
Drawing title: SITE LOCATION PLAN

Scale: 1:1000
Date: APRIL 2013
Status: Approved Not Approved

Drawn by: []
Checked by: []
Reviewed by: []

1986 PL 01



THE FIFTH SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

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

<http://www.lscpl.org.uk/newwaytoplan/resources/file/Travel%20planning%20for%20new%20development%20in%20London.pdf>

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

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

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

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

THE SIXTH SCHEDULE

THE OCCUPATIONAL TENANTS under the THE OCCUPATIONAL LEASES

No	Premises	Date of Lease	Current Tenant	Parties	Title number (if any)	Term
1.	79-86 Chancery Lane	25.04.1991	Secretary of State for Communities and Local Government	1. Guardian Assurance Plc; 2. Secretary of State for the Environment.	NGL681880	29.09.1988 to 28.09.2013
2.	Workshop premises, Chichester Rents	08.10.1991	Honourable Society for Lincoln's Inn	1. Guardian Assurance Plc; 2. The Honourable Society of Lincoln's Inn.	NGL688483	29.09.1990 to 28.09.2013
3.	Flats at Chichester Rents	02.05.1991	Honourable Society for Lincoln's Inn	1. Guardian Assurance Plc; 2. The Honourable Society of Lincoln's Inn.	NGL684246	29.09.1990 to 28.09.2013
4.	Restaurant and Bar, 84 Chancery Lane	17.08.2006	Glowstar Entertainment Ltd	1. Raingate Limited; 2. Glowstar Entertainment Limited; and 3. Pearl Investments Limited.	NGL869817	17.08.2006 to 16.08.2026
5.	Units 2-4 Chichester Rents	09.09.1991	Zan Enterprise Limited	1. Guardian Assurance Plc; 2. L G Rastelli.	NGL687891	29.09.1990 to 28.09.2013
6.	Unit 3, Chichester Rents	21.11.2008	MW Nails Limited	4. Raingate Limited; 5. Magnetic Island.UK Limited.		21.11.2008 to 20.11.2013
7.	Unit 5, Chichester	01.08.2011	Organic Remedies Limited.	1. Ganton House		Tenancy at will

	Rents			Investments Limited; and 2. Organic Remedies Limited.		
8.	Unit 6, Chichester Rents	27.11.1991	Jeffrey Linskey	1. Guardian Assurance Plc; and 2. J Linskey.	NGL690754	29.09.1990 to 28.09.2013
9.	Unit 7, Chichester Rents	14.05.1991	Roehampton Hairdressers Ltd	1. Guardian Assurance Plc; and 2. Paul Beder.	NGL682392	29.09.1990 to 28.09.2013
10.	Unit 8, Chichester Rents	25.10.1991	Kausek Perveen Choudhary	1. Guardian Assurance Plc; and 2. M D Epstein.	NGL690696	29.09.1990 to 28.09.2013
11.	Unit 10, Chichester Rents	23.03.2004	Amali Shanika Fernando Warnakulasooriya	1. Raingate Limited; and 2. Fab Food Patisserie Limited.	NGL846166	23.03.2004 to 28.09.2013
12.	Unit 11, Chichester Rents	02.07.1991	Vincenzo Massimo Fallica and Adriana Paola Arenas	1. Guardian Assurance Plc; and 2. AJR and FCM Sartori.	NGL685100	29.09.1990 to 28.09.2013
13.	Unit 12 & 15, Chichester Rents	12.04.2013	Beige Plus Fashions Ltd	1. Raingate Limited; and 2. Beige Plus Fashions Limited.		12.04.2013 to 28.09.2013
14.	Unit 13, Chichester Rents	7.09.2012	The Walk-In-Backrub Limited	1. Raingate Limited; and 2. The Walk-In Backrub Limited.		07.09.2012 to 28.09.2013
15.	Unit 16 (postal 15), Chichester Rents	22.07.1998	Mercer & Wells Ltd	1. Kirkvale Limited; and 2. Costa Limited.		27.07.1998 to 28.09.2013
16.	Unit 17, Chichester Rents	10.09.2007	Roderick Charles Limited	1. Raingate Limited; and 2. Roderick Charles Limited.	NGL887413	21.05.2007 to 20.05.2017



DATED 10 SEPTEMBER 2013

(1) RAINGATE LIMITED

and

(2) BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG

and

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

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

79-86 Chancery Lane
London
WC2A 1BQ

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

Andrew Maughan
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