

DATED

2013

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

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

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

BACTON LOW RISE ESTATE

being land bounded by Haverstock Road Wellesley Road and
Vicar's Road including Nos 121-211 Bacton Low Rise Estate
113a,115 and 117 Wellesley Road and 2-16 Vicar's Road Gospel Oak London NW5

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

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

Tel: 020 7974 1918
Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Bacton Low Rise Estate
(AH, PhP, CF, WC, TP, LL, CMP, SP, ES, PA, POSC, CFC, EC, LL, LP, BWP, GPSP)
CLS/COM/LMM/1685.1951
s106 30.04.13 FINAL

THIS AGREEMENT is made the day of 2013

B E T W E E N:

- i. **APPLICANT LIMITED** (Co. Regn. No.) whose registered office is at
(hereinafter called "the Owner") of the first part
- ii **MORTGAGEE** of (hereinafter called " ") of the second part
- iii **[INTERESTED PARTY/LEASEHOLDER]** of [] (hereinafter called "the ") of
the third part]
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**
Local Planning Authority of Town Hall, Judd Street, London WC1H 9LP (hereinafter
called "the Council") of the fourth part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title
absolute of the Property under Title Numbers NGL23321, NGL18128, NGL900363,
NGL907257 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes
of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the
Council and validated on 23 November 2012 and the Council resolved to grant
permission conditionally under reference number 2012/6338/P subject to conclusion
of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in
which the Property is situated and considers it expedient in the interests of the proper
planning of its area that the development of the Property should be restricted or
regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL23321, NGL18128, NGL900363, NGL907257 and dated (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "Affordable Housing Units" | the ten Intermediate Housing Units and 104 Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |
| 2.4 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |

- 2.5 “Burmarsh Workshops” the 16 light industrial workshops located at lower ground floor level off Marsden Street shown on Plan 4 comprising 1300m² of workshop floorspace, together with 484m² circulation space, a 935 m² parking area and 120m² for communal toilets and bin storage (all measurements GIA)
- 2.6 “Burmarsh Workshops Contribution” a sum being in the region of £847,925 (eight hundred and fifty thousand nine hundred and twenty five pounds) to be spent by the Owner on the Burmarsh Workshops in accordance with the Burmarsh Workshop Plan such final sum to be agreed in writing by the Council as part of the Burmarsh Workshop Plan and referenced against the submission document entitled *Bacton Low Rise Regeneration – Appendix to the financial Model – Further information on Employment Strategy* by EC Harris submitted to the Council on 30 November 2012
- 2.7 “Burmarsh Workshop Plan” a plan setting out how the Owner will refurbish and upgrade the Burmarsh Workshops to a high specification using good quality materials and workmanship to include (but not limited to):-
- a) the incorporation of the measures set out in the submission document entitled *Bacton Low Rise Regeneration – Appendix to the financial Model – Further information on Employment Strategy* by EC Harris submitted to the Council on 30 November 2012
 - b) the financial responsibilities the Owner will bear in relation to undertaking the works to the Burmarsh Workshops including how it will achieve best value in spending the Burmarsh

Workshop Contribution in refurbishing and upgrading the Burmarsh Workshops

- c) details of the design specification and materials;
- d) any approvals or consents required for the refurbishment programme;
- e) measures to ensure the following works are secured as a minimum:-
 - (i) repair, waterproofing and insulation works to walls, floors, ceilings and doors;
 - (ii) improvements to the lighting system;
 - (iii) the provision of dedicated toilet and kitchenette facilities within each unit;
 - (iv) improvements to the signage (including improving the prominence and street presence of the site);
 - (v) improvements to the lighting and security (including improvements to the access intercom); and
 - (vi) advancements to the parking arrangements.
- f) a mechanism for review and monitoring of the plan as required from time to time

such plan to be submitted to the Council for approval and shall contain mechanisms for the following:-

- g) to ensure the Council is able to monitor and account for the spending of the refurbishment of the Burmarsh Workshop Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable

satisfaction that the funds allocated have been spent in accordance with the approved plan;

- h) reporting back to the Council on a four monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the Burmarsh Workshop Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the plan has been complied with; and
- i) for ensuring value for money is achieved in the allocation and expenditure of the Burmarsh Workshop Contribution

2.8 "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):-

- a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;

- b) incorporation of the provisions set out in the First Schedule annexed hereto;
- c) incorporation of the provisions set out in the Second Schedule annexed hereto;
- d) measures to ensure coordination so far as is reasonably practicable of demolition and construction works with any other developments under construction in the immediate vicinity of the Property to minimise:-
 - i. impact upon the highway network;
 - ii. impact upon the amenity of the owners and or occupiers of the residences and businesses in the locality
 - iii. effects on the health and amenity of local residences, local businesses, site construction workers and adjoining developments undergoing construction
- e) 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);
- f) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

- 2.9 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.10 "the Community Facilities Contribution" the sum of £344,960 (three hundred and forty four thousand nine hundred and sixty 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 as follows:-
- (a) the sum of £40,000 of the Community Facilities Contribution to be used towards a programme of mitigation works and improvements to the TRA Community Hall (the location of which is shown on Plan 5) which may include the instillation of double glazing and significant repairs:-
- and/or
- (b) towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property;
- and/or
- (c) towards new community facilities to serve the Development and its immediate locality
- 2.11 "the Construction Phase" the whole period between
- (i) the Implementation Date; and
- (ii) the date of issue of the Certificate of Practical Completion

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 Deferred Affordable Housing Provision”

the gross external area of an agreed number of additional units of Affordable Housing (to be agreed between the Parties) which is derived from the Deferred Affordable Housing Surplus to be provided in accordance with the Deferred Affordable Housing Provision Plan and FOR THE AVOIDANCE OF DOUBT may consist of no additional units should it be agreed between the Parties that the Deferred Affordable Housing Surplus is insufficient to provide additional Affordable Housing

2.14 “the Deferred Affordable Housing Provision Plan”

a plan securing the incorporation of any units forming the Deferred Affordable Housing Provision setting out the following:-

- (a) reconciliation to address the sequential approach to delivery of Affordable Housing on-site or off-site or financial contribution;
- (b) the number location mix tenure and accessibility of the units; and
- (c) in the event the Deferred Viability Update Surplus is not to an extent that would allow the conversion of an open market residential unit to a unit of Affordable Housing it may be agreed between the Parties that the additional provision shall be provided as a financial contribution

2.15 “the Deferred Viability Update Appraisal”

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be presented substantially in the same form as the Owner’s viability assessment submitted on 30 November 2012 (entitled *Bacton Low Rise Viability Assessment*) by EC Harris or such other form as agreed by the Council in writing; and
- (b) be based on the same percentage developer’s return on market housing value and the same percentage contractor’s return on affordable housing cost as the Owner’s viability assessment submitted on viability assessment submitted on 30 November 2012 or such alternative percentages as agreed by the Council in writing

with a view inter alia to evidence to the Council’s reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

- (c) a copy of the Owner’s viability assessment submitted on viability assessment submitted on 30 November 2012 (entitled *Bacton Low Rise Viability Assessment*) by EC Harris;
- (d) payment of £5,000 (five thousand pounds) to cover the Council’s costs in verifying the material and information contained within the appraisal and the Deferred Affordable Housing Appraisal;

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

(f) any further information the Council acting reasonably requires

2.16 "Deferred Viability Update Surplus"

a positive figure residual value as shown in the Deferred Viability Update Appraisal significant enough to provide additional Affordable Housing in the Third Phase of the Development

2.17 "the Demolition Date"

the date of commencement of the demolition of any part of the Existing Buildings on the Property and references to "Demolish" and "Demolition" shall be construed accordingly

2.18 "Demolition Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the diversion of utilities and services and the demolition of the Existing Buildings using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the demolition of the Existing Buildings can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property;

- b) incorporation of the provisions set out in the First Schedule annexed hereto;
- c) incorporation of the provisions set out in the Second Schedule annexed hereto;
- d) measures to ensure coordination so far as is reasonably practicable of demolition and construction works with any other developments under construction in the immediate vicinity of the Property to minimise:-
 - i. impact upon the highway network;
 - ii. impact upon the amenity of the owners and or occupiers of the residences and businesses in the locality
 - iii. effects on the health and amenity of local residences, local businesses, site construction workers and adjoining developments undergoing construction
- e) 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);
- f) the inclusion of a waste management strategy for handling and disposing of demolition waste; and
- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.19 "the Development"

redevelopment of Bacton Low Rise Estate, Gospel Oak District Housing Office and Vicar's Road workshops following the demolition of all existing buildings (99 Class C3 residential units Nos. 121-219 Bacton Low Rise; Class B1 offices at 115 Wellesley Road; Class B1 workshops at 2-16 Vicar's Road), to provide within buildings ranging from 2-8 storeys in height a total of 290 Class C3 residential units, comprising 176 market, 10 intermediate and 104 social rent units, 3 employment units (Class B1), new and altered public realm, landscaping, vehicular and pedestrian links/accesses, vehicular and cycle parking, bin storage and associated works. as shown on drawing numbers Site Location Plan dated 21/11/2012; 202_A_P_001_00; 202_A_P_010_00; 202_A_D_100_001; 202_A_P_003_01; 202_A_P_003_02; 202_A_P_003_03; 202_A_P_DHO_100_00 Rev 01; 202_A_P_DHO_100_01 Rev 01; 202_A_P_DHO_100_02 Rev 01; 202_A_P_DHO_100_03 Rev 01; 202_A_P_DHO_100_04 Rev 01; 202_A_P_DHO_100_05 Rev 01; 202_A_P_DHO_100_06 Rev 01; 202_A_P_DHO_100_07 Rev 01; 202_A_P_DHO_100_08 Rev 01; 202_A_P_DHO_200_01 Rev 01; 202_A_P_DHO_200_02 Rev 01; 202_A_P_DHO_200_03 Rev 01; 202_A_P_DHO_300_00 Rev 01; 202_A_P_DHO_300_01; 02_A_P_DHO_300_02 Rev 01; 202_A_P_DHO_300_03; 202_A_P_DHO_300_04 Rev 01; 202_A_P_DHO_400_01; 02_A_P_BLR_100_B01; 202_A_P_BLR_100_00 Rev 01; 202_A_P_BLR_100_01; 202_A_P_BLR_100_02;

02_A_P_BLR_100_03; 202_A_P_BLR_100_04;
 02_A_P_BLR_100_05; 202_A_P_BLR_100_06;
 02_A_P_BLR_100_07; 202_A_P_BLR_100_08;
 02_A_P_BLR_200_01; 202_A_P_BLR_200_02 Rev
 01; 202_A_P_BLR_200_03; 02_A_P_BLR_200_04;
 202_A_P_BLR_200_05; 02_A_P_BLR_300_00;
 202_A_P_BLR_300_01; 02_A_P_BLR_300_02;
 202_A_P_BLR_300_03; 02_A_P_BLR_300_04;
 202_A_P_BLR_300_05; 02_A_P_BLR_300_06;
 202_A_P_BLR_400_01; 02_A_P_DHO_110_001 Rev
 01; 202_A_P_DHO_110_002;
 202_A_P_DHO_110_006; 202_A_P_DHO_110_007;
 202_A_P_DHO_110_008; 202_A_P_DHO_110_009;
 202_A_P_DHO_110_010 Rev 02;
 202_A_P_DHO_110_011; 202_A_P_DHO_110_012;
 202_A_P_DHO_110_013 Rev 02;
 202_A_P_DHO_110_014; 202_A_P_DHO_110_015
 Rev 02; 202_A_P_DHO_110_016;
 202_A_P_DHO_110_017; 202_A_P_DHO_110_018;
 202_A_P_DHO_110_019 Rev 01;
 202_A_P_DHO_110_020; 202_A_P_DHO_110_021;
 202_A_P_BLR_110_001; 202_A_P_BLR_110_002;
 202_A_P_BLR_110_003; 202_A_P_BLR_110_004;
 202_A_P_BLR_110_005; 202_A_P_BLR_110_006;
 202_A_P_BLR_110_007; 202_A_P_BLR_110_008;
 202_A_P_BLR_110_009; 202_A_P_BLR_110_010;
 202_A_P_BLR_110_011; 202_A_P_BLR_110_012;
 202_A_P_BLR_110_013; 202_A_P_BLR_110_014;
 202_A_P_BLR_110_015; 202_A_P_BLR_110_016;
 202_A_P_BLR_110_017; 202_A_P_BLR_110_018;
 202_A_P_BLR_100_019; 202_A_P_BLR_100_020;
 202_A_P_BLR_100_021; 202_A_P_BLR_100_022;
 202_A_P_BLR_100_023; 202_A_P_BLR_100_024;
 202_A_P_BLR_100_025; 202_A_P_BLR_100_026;
 202_A_P_BLR_100_027; 202_A_P_BLR_100_028;
 202_A_P_BLR_200_030; 202_A_P_BLR_200_031;

202_A_P_BLR_200_032; 202_A_P_BLR_200_033
 Rev 01; 202_A_P_BLR_300_034;
 202_A_P_BLR_300_035; 202_A_P_BLR_200_036;
 202_A_P_BLR_200_040; 202_A_P_BLR_200_049;
 202_A_P_BLR_200_050; 202_A_P_BLR_200_051
 Rev 01; 202_A_P_BLR_200_052;
 202_A_P_BLR_300_064; 202_A_P_BLR_300_065;
 202_A_P_BLR_200_067; 202_A_P_BLR_200_068;
 202_A_P_BLR_200_069; 202_A_P_BLR_200_070;
 202_A_P_BLR_200_071; 202_A_P_BLR_200_072;
 202_A_P_BLR_200_073; 202_A_P_BLR_300_074;
 202_A_P_BLR_300_075; 202_A_P_BLR_200_076;
 202_A_P_BLR_200_077; 202_A_P_BLR_200_078;
 202_A_P_BLR_200_079; LL439_C_SP_001 Rev J;
 LL439_C_SP_002 Rev K; LL439_C_SP_003 Rev D;
 LL439_C_SP_004 Rev B; LL439_C_SP_009; Design
 & Access Statement Statement of Community
 Involvement Ref 202-A-REP-DA by Karakusevic
 Carson Architects; Appendix to Design & Access
 Statement by Karakusevic Carson Architects; Block C
 Design Development Supplementary Addendum to
 Planning Application Ref
 202_A_REP_ADDENDUM_01 dated December 2012
 by Karakusevic Carson Architects; Landscape
 Proposals by Camlins Rev A 08.02.2013 8th Revision
 dated 04/02/2013; Construction Management Plan by
 EC Harris; Planning Statement by Quod Ref Q30150
 dated 22/11/2012; Bat Survey Report by Greengage
 Ref 550355mtJul12FV01_Bat_Survey dated January
 2013; Ecological Extended Phase 1 Habitat &
 Protected Species Survey by Greengage Ref
 550338MTJan13FV02_Phase1_Bacton dated January
 2013; Daylight & Sunlight Report by GVA
 Schatunowski Brooks dated November 2012;
 Addendum Daylight & Sunlight Report by GVA
 Schatunowski Brooks dated November 2012; Second

Addendum Daylight and Sunlight Report by GVA Schatunowski Brooks dated February 2013; Daylight Analysis Bacton Low Rise by GVA Schatunowski Brooks dated 28/02/13, as submitted 03/03/13; BRE073, as submitted 03/03/13; Air Quality Assessment by Peter Brett Associates Ref 26572/004 Rev 01 dated 20/11/2012; Basement Impact Assessment Revision B by Rolton Group Limited Ref 12-0083 XRP007 dated February 2013; Requirements for Code for Sustainable Homes Level 4 by EC Harris; Energy Strategy Report by Rolton Group Limited Ref 12-0083 XRP004 dated November 2012; Flood Risk Assessment by Rolton Group Limited Ref 12-0083 XRP003 Rev A dated November 2012; Geotechnical and Geo-Environmental Report by Rolton Group Limited Ref 12-0083 XRP005 Rev A dated November 2012; Noise and Vibration Assessment by Peter Brett Associates Rev 26572/003R001 Rev 01 dated 22/11/2012; Sustainability Statement by EC Harris; Transport Assessment by Peter Brett Associates Ref Issue 1 Rev 1 dated 23/11/2012; Tree Survey, Implications Assessment and Constraints by Greengage Ref 550355MTSept12FV04_BS5837 dated November 2012; Email from Rolton Group Limited to Environment Agency dated 17/12/2012; Impact Assessment and Tree Removal - Addendum by Greengage, as received 12/02/2013; Dust Monitoring Protocol Technical Note by Peter Brett Associates Ref TN001A dated 07/02/2013; Response to LBC Comments on Transport Assessment by Peter Brett Associates Ref 001 dated 08/02/2013, as received 14/02/2013; Trip Generation Calculations - Residential Land Use, dated 08/02/13, as received 27/02/13; TRAVL - Average Trip Rate by Mode and Time, as received 27/02/13; Revised Trip Generation trips by mode and time, as received 27/02/13; Revised

Trip Generation trips by time, as received 27/02/13; Email from Greengage dated 22/02/2013 and associated annotated photographs (x3), Tree Constraints Plan GRNGE-BCTLWRS-583707 and untitled Vicars Road RPZ plan; Email from Greengage dated 03/03/2013.

2.20 “the Education Contribution” the sum of £409,999 (four hundred and nine thousand nine hundred and ninety nine 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 provision of education needs arising in the London Borough of Camden

2.21 “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:-

- i) the incorporation of the measures set out in the submission document entitled *Energy Strategy Report* by Rolton Group Limited (Ref 12-0083 XRP004) dated November 2012;
- ii) further details of how the Owner will reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- iii) measures to enable future connection to the Royal Free Hospital CHP system in the vicinity of the Property;

- iv) in the event the Owner is able to show to the Council's reasonable satisfaction that the Property is unable to be connected to the Royal Free Hospital in accordance with iii) above the Owner shall provide the following in relation to the Development:-
 - a) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; and
 - b) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- v) 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;
- vi) 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

- vii) 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

2.22 "Existing Buildings" the buildings located at the Property all existing as at the date of this Agreement

2.23 "the Highways Contribution" the sum of £278,567 (two hundred and seventy eight thousand five hundred and sixty seven 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 works to the public highway and associated measures ("the Highways Works") such sum to be allocated as follows:-

- (a) the sum of £153,567 (one hundred and fifty three thousand five hundred and sixty seven pounds) towards the following Highways Works to include (but not be limited to):-
 - (i) repave the footways forming part of the Public Highway adjacent to the Property;
 - (ii) repave the footways on the corner of Vicar's Road and Wellesley Road adjacent to the Vicarage, French school, 20 and 24 Vicar's Road;
 - (iii) repave the footways on the western side of Haverstock Road between Wellesley Road and Malden Road (to the south of the Property);
 - (iv) removal of unnecessary crossovers, railings and 70 bollards from the Public Highways

around the Property and the areas of Public Highways referred to in (ii) and (iii) above; and

- (v) any other works the Council acting reasonably requires as a direct result of the Development

(b) the sum of £125,000 (one hundred and twenty five thousand pounds) towards highway improvements to Haverstock Road such improvements to include (but not be limited to) the following Highways Works:-

- (i) resurfacing of Haverstock Road to Haverstock Road along the western boundary of the Property;
- (ii) introduction of pavements;
- (iii) footways adjusted to standard levels;
- (iv) drainage channels and gullies introduced; and
- (v) any other works the Council acting reasonably requires as a direct result of the Development

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

2.24 "Housing Delivery Plan"

a housing plan made by the Owner securing details for delivery of housing in each phase of the Development to be linked to the Phasing Plan to include the following information in relation to the Relevant Phase of the Development:-

- (a) number of units, size of dwellings and tenure mix;
- (b) mix of market housing Intermediate Housing and Social Rented Housing;
- (c) the location of the Social Rented Units within the Relevant Phase with reference to a plan to include the number of bedrooms per unit;
- (d) the location of the Intermediate Units within the relevant phase with reference to a plan to include the number of bedrooms per unit;
- (e) the Intermediate Housing Strategy relating to the Relevant Phase;
- (f) the confirmed or anticipated ownership and management arrangements for each tenure of Affordable Housing Units;
- (g) details of the quantity, location and type of ancillary external residential amenity space to be provided;
- (h) details showing how and where Phase 3 in the Development would accommodate the Deferred Affordable Housing Provision;
- (i) 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

2.25 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, soil investigations, ground investigations, site survey works, the diversion of services and utilities the erection of hoardings and fences and for the avoidance of doubt demolition of the Existing Buildings shall be deemed not to be implementation of the Construction Phase and references to "Implementation" and "Implement" shall be construed accordingly

2.26 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.27 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of up to 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the

Retail Price Index in accordance with Homes and Communities Agency guidance

- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)

- 2.28 “Intermediate Housing Units” the ten units of Intermediate Housing forming part of the Development comprising ten three-bedroom units the same as shown shaded green on Plan 3
- 2.29 “King’s Cross Construction Centre” the Council’s flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.30 “the Legible London Contribution” the sum of £24,000 (twenty four thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards Transport for London’s pedestrian wayfinding system that’s helping people walk around London
- 2.31 “the Level Plans” plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.32 “Local Procurement Code” the code annexed to the Third Schedule hereto
- 2.33 “the Nominated Units” the 13 residential units within the Development whose occupiers are eligible to apply and be granted if

appropriate for Residents Parking Permits from the Council

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

2.35 "the Off-Site Garages Plan" a plan setting out the package of measures the Owner will use to re-provide the garages existing on the Property which at the Implementation Date are let for parking to residents of the Property in off-site locations in the vicinity of the Property after upgrading them such plan to include (but not be limited to) the following:-

- (b) details of the location of the off-site garages to be used to re-provide parking spaces including the following sites:-
 - (i) Weedington Road Estate;
 - (ii) Grafton Road Estate;
 - (iii) Waxham block on Mansfield Road; and
 - (iv) Kiln Place Estate
- (c) measures to ensure those residents and non-residents who as at the date of Implementation let a garage space on the Property are provided with an off-site garage in a location detailed in (a) above;
- (d) details of the works required to upgrade the off-site garages including design and timings for delivery;
- (e) details of the upgrade works anticipated for the off-site garages identified in (a) above including provisions to ensure good quality materials and

workmanship are used to ensure a reasonable standard of upgrade;

- (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

2.36 “the On-Site Landscaping Contribution”

the sum being no less than £130,000 (one hundred and thirty thousand pounds) to be spent by the Owner in creating and landscaping the Pedestrian Link in accordance with the On-Site Landscaping Plan

2.37 “the On-Site Landscaping Plan”

a plan setting out how the Owner will spend the On-Site Landscaping Contribution to create and landscape to a high specification using good quality materials and workmanship an East-West pedestrian link through the Development and continue on-going maintenance at its own cost to include (but not limited to):-

- (a) the financial responsibilities the Owner will bear in relation to undertaking the works to create the East-West pedestrian link including how it will achieve best value in spending the On-Site Landscaping Contribution on the East-West pedestrian route;
- (b) details of the design specification and materials;
- (c) details of landscaping proposals and planting;
- (d) a mechanism for securing long term maintenance of the Pedestrian Link at its own cost without using the On-Site Landscaping Contribution;

(e) a mechanism for review and monitoring of the plan as required from time to time

such plan to be submitted to the Council for approval and shall contain mechanisms for the following:-

(f) to ensure the Council is able to monitor and account for the spending of the On-Site Landscaping Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the funds allocated have been spent in accordance with the approved plan;

(g) reporting back to the Council on a four monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the On-Site Landscaping Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the plan has been complied with; and

(h) for ensuring value for money is achieved in the allocation and expenditure of the On-Site Landscaping Contribution

2.38 "the Parties" mean the Council the Owner [and the Mortgagee]

2.39 "the Pedestrian Link" the East-West pedestrian link through the Development shown on Plan 6

2.40 "Phase 1" the area marked "Phase 1" on Plan 2

2.41 "Phase 2" the area marked "Phase 2" on Plan 2

2.42 "Phase 3"

the area marked "Phase 3" on Plan 2

2.43 "Phasing Plan"

a plan providing details for Phase 1 Phase 2 and Phase 3 of the Development including details of timing and programming for construction and fitting out of each of the residential blocks forming part of the Relevant Phase of the Development ensuring the following:-

- (a) identification of the construction programme for each Relevant Phase of the Development including estimated delivery times and dates;
- (b) measures to ensure that no more than 25% (or such other percentage if agreed by the Council in writing in light of any representations made to it by the Owner) of the market housing units shall be Occupied in each phase before the Affordable Housing Units are ready for Occupation;
- (c) not to Occupy or permit Occupation of any more than 25% of the market housing in the next phase until all the Affordable Housing in the previous phase are ready for Occupation;
- (d) programming to ensure the build out of the remaining phases of the Development within certain times; and
- (e) 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

- 2.44 "Plan 1" the drawing marked "Plan 1" annexed hereto showing the Property
- 2.45 "Plan 2" the drawing marked "Plan 2" annexed hereto showing Phase 1 Phase 2 and Phase 3 of the Development
- 2.46 "Plan 3" the drawing marked "Plan 3" annexed hereto showing the location of the Intermediate Housing Units and the Social Rented Housing Units
- 2.47 "Plan 4" the drawing marked "Plan 4" annexed hereto showing the location of the Burmarsh Workshops
- 2.48 "Plan 5" the drawing marked "Plan 5" annexed hereto showing the location of the TRA Community Hall
- 2.49 "Plan 6" the drawing marked "Plan 6" annexed hereto showing the location of the East-West pedestrian link though the Development *shaded in red.*
- 2.50 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 November 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/6338/P subject to conclusion of this Agreement
- 2.51 "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

- 2.52 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.53 "the Property" the land bounded by Haverstock Road, Wellesley Road and Vicar's Road including Numbers 121-211 Bacton Low Rise Estate, 113a,115 and 117 Wellesley Road and 2-16 Vicar's Road Gospel Oak London NW5 the same as shown shaded grey on the plan annexed hereto
- 2.54 "Public Art" the entrance gates to the Development the design of which will be the subject of a local competition run by the Owner
- 2.55 "the Public Art Contribution" the sum being no less than £40,000 (forty thousand pounds) to be spent by the Owner on the Public Art in accordance with the Public Art Strategy
- 2.56 "the Public Art Strategy" a strategy setting out how the Owner will allocate and spend the Public Art Contribution on the Public Art to include (but not limited to):-
- a) details of the design competition including how it will be run;
 - b) timetabling and arrangements for:-
 - (i) submission of the design scheme for the Public Art to the Council for approval; and
 - (ii) implementing the Council approved Public Art
 - c) the timetabling and integration of the Public Art in the Relevant Phase;
 - d) to ensure the long-term future management and maintenance of the Public Art;

- e) the financial responsibilities the Owner will bear in relation to the creation and instillation of the Public Art above including evaluation of costs and meeting the same;
- f) measures to ensure the Public Art Contribution will be used only towards the Public Art and will not be used for any other purposes including running the design competition;
- g) a mechanism for review and monitoring of the strategy as required from time to time

such strategy to be submitted to the Council for approval and shall contain mechanisms for the following:-

- h) to ensure the Council is able to monitor and account for the spending of the Public Art Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the Public Art Contribution has been spent in accordance with the approved strategy;
- i) reporting back to the Council on a six monthly basis (or such other period as may be agreed by the Council) with detailed accounts setting out how much of the Public Art Contribution was spent in the preceding quarter (including a breakdown of monies and fees) on what and to whom the monies were paid providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the strategy has been complied with; and
- j) for ensuring value for money is achieved in the allocation and expenditure of the Public Art Contribution

- 2.57 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.58 "the Public Open Space Contribution" the sum of £115,043 (one hundred and fifteen thousand and forty three 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 following liaison with the Parks and Open Spaces, Housing and Adult Social Care and the Gospel Oak Regeneration departments (or any successor departments) within the Council and the Real Deal Community Partnership and paying due regard to any representations received (ALWAYS PROVIDED it is recognised by the Parties that the final decision rests with the local planning authority) on the improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.59 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.60 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.61 "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
- 2.62 "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

- 2.63 “Shared Ownership” a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
- 2.64 “Social Rented Housing” Affordable Housing units available for rent in perpetuity such that:-
- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
 - (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and
 - (c) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development
- 2.65 “Social Rented Housing Units” the 104 units of Social Rented Housing forming part of the Affordable Housing Units comprising 14 x 1-bedroom 45 x 2-bedroom 34 x 3-bedroom 5 x 4-bedroom 5 x 5-bedroom and 1 x 6-bedroom units the same as shown shaded dark blue on Plan 3
- 2.66 “the Sustainability Plan” a plan securing the incorporation of sustainability measures in the carrying out of the residential units forming part of the Development in its fabric and in its

subsequent management and occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 55% of the credits in the Energy category; 50% of the credits in the Water and 100% 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

2.67 "the Travel Plan
Monitoring Contribution"

the sum of or £5,561 (five thousand five hundred and sixty one thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the

Owner's Travel Plan over a six year period from the date of first Occupation of the Development

2.68 "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 on-going process of continuous improvement

2.69 "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 fourth Schedule hereto;
- (b) measures to ensure an initial survey of the Development is undertaken within six months of the Occupation Date to act as baseline data for further reviews as laid out in (c) below always ensuring the plan is updated upon receipt of results of the survey 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; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.4 for all relevant purposes.
- 3.9 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.
- 3.10 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.
- 3.11 It is expressly acknowledged by the Owner that notwithstanding the terms of clause 3.10, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

- 4.1.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.5 Not to Occupy or allow Occupation of the Relevant Phase at any time when the requirements of the Phasing Plan are not being strictly complied with and to ensure that the works of construction conversion and fitting out of the Affordable Housing Units within the Relevant Phase are completed in accordance with the requirement of Sub-Clause 4.1.3 hereof before Occupation of the Relevant Phase in accordance with the Phasing Plan.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so

as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.1.7 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 **DEFERRED AFFORDABLE HOUSING**

4.2.1 On or prior to the issue of the Certificate of Practical Completion for Phase Two of the Development to submit the Deferred Viability Update Appraisal to the Council for approval in writing.

4.2.2 Upon the issue of the approval of the Deferred Viability Update Appraisal the Council will provide to the Owner a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Deferred Viability Update Appraisal.

4.2.3 If the Assessment Certified Sum exceeds the payment made under clause 2.15(d) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.2.4 In the event the approved Deferred Viability Update Appraisal demonstrates a Deferred Viability Update Surplus then the Owner shall within 20 (twenty) days submit to the Council for approval the following:-

(a) the Deferred Affordable Housing Provision; and

(b) the Deferred Affordable Housing Provision Plan.

4.2.5 Not to Implement nor permit Implementation of Phase Three of the Development until such time as the Council has approved the Deferred Affordable Housing Provision,

the Deferred Affordable Housing Provision Plan and the Deferred Affordable Housing Viability Appraisal as demonstrated by written notice to that effect.

- 4.2.6 Not to Occupy or permit Occupation of Phase 3 until such time as the Council has confirmed in writing that the measures incorporated in the Deferred Affordable Housing Provision Plan as approved by the Council have been incorporated into the Property.
- 4.2.7 After the Occupation Date the Owner shall ensure the units forming part of the Deferred Affordable Housing Provision shall be provided as Affordable Housing in perpetuity in accordance with the terms in Clause 4.1 of this Agreement.
- 4.2.8 In the event the approved Deferred Viability Update Appraisal does not show demonstrate a Deferred Viability Update Surplus the Owner shall have no obligation to provide the Deferred Affordable Housing Provision.

4.3 **BURMARSH WORKSHOPS**

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Burmarsh Workshop Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Burmarsh Workshop Plan as demonstrated by written notice to that effect.
- 4.3.3 To ensure that the Burmarsh Workshops are upgraded and refurbished in accordance with the approved Burmarsh Workshop Plan and shall not be carried out otherwise than in strict accordance with the requirements of the Burmarsh Workshop Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.3.4 Not to Occupy or permit Occupation of any private units within Phase 1 of the Development until the Council has confirmed in writing that the Burmarsh Workshops have been refurbished and upgraded in accordance with the Burmarsh Workshops Plan approved by the Council and are ready for occupation.

4.4 CAR CAPPED DEVELOPMENT

- 4.4.1 To ensure that prior to Occupying any residential unit forming part of the Development, other than a Nominated Unit, each new resident of the Development (except a resident of the Nominated Units) 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 or a resident of the Nominated Units) 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.
- 4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently.
- 4.4.3 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 Nominated Units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department).
- 4.4.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the 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 not entitled to apply nor be granted a Residents Parking Permit under Clause 4.4.1 of this Agreement.

4.5 COMMUNITY FACILITIES CONTRIBUTION

- 4.5.1 On or prior to the Demolition Date to pay to the Council the Community Facilities Contribution in full.
- 4.5.2 Not to Demolish or to permit Demolition until such time as the Council has received the Community Facilities Contributions in full.

4.6 CONSTRUCTION MANAGEMENT PLAN

- 4.6.1 On or prior to the Implementation Date of the Relevant Phase to provide the Council for approval a draft Construction Management Plan.
- 4.6.2 Not to Implement nor allow Implementation of the Relevant Phase of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.6.3 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.
- 4.6.4 To ensure that throughout the Construction Phase of the Relevant Phase of 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 building out the Relevant Phase 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.

4.7 DEMOLITION MANAGEMENT PLAN

- 4.7.1 On or prior to the Demolition Date for each Relevant Phase to provide the Council for approval a draft Demolition Management Plan.
- 4.7.2 Not to Demolish nor allow Demolition of the Relevant Phase until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 4.7.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the demolition in the Relevant Phase can be carried out safely and

with minimal possible impact on and disturbance to the surrounding environment and highway network.

- 4.7.4 To ensure that the demolition of the Existing Buildings shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan and not to permit the carrying out of any works comprised in demolition of the Existing Buildings at any time when the requirements of the Demolition 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.

4.8 EDUCATION CONTRIBUTION

- 4.8.1 On or prior to the Demolition Date to pay to the Council the Education Contribution in full.
- 4.8.2 Not to Demolish or to permit Demolition until such time as the Council has received the Education Contributions in full.

4.9 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.9.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.9.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.9.3 Not to Occupy or permit Occupation of the Relevant Phase until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Relevant Phase.
- 4.9.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Relevant Phase 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 and shall not Occupy or permit Occupation of the Relevant Phase otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.9 HIGHWAYS

4.9.1 On or prior to the Demolition Date to:-

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

4.9.1 Not to Demolish or to allow Demolition until such time as the Council has:-

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

4.9.2 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.

4.9.3 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum (“the Certified Sum”) together with a breakdown of costs reasonably expended by the Council in carrying out the Highway Works.

4.9.4 If the Certified Sum 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.

4.9.5 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of issuing the said certificate return to the Owner the amount of the difference.

4.10 HOUSING DELIVERY PLAN

4.10.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Housing Delivery Plan.

4.10.2 Not to Implement nor permit Implementation of the Relevant Phase until such time as the Council has approved the Housing Delivery Plan as demonstrated by written notice to that effect.

4.10.3 To ensure that the Relevant Phase is constructed in accordance with the approved Housing Delivery Plan during the Construction Phase and shall not be carried out otherwise than in strict accordance with the requirements of the Housing Delivery Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.10.4 Not to Occupy or permit Occupation of the Relevant Phase until the Council has confirmed in writing that the Relevant Phase has been completed in accordance with the Housing Delivery Plan approved by the Council.

4.11 LEGIBLE LONDON CONTRIBUTION

4.11.1 On or prior to the Demolition Date to pay to the Council the Legible London Contribution in full.

4.11.2 Not to Demolish or to permit Demolition until such time as the Council has received the Legible London Contributions in full.

4.12 LOCAL EMPLOYMENT

4.12.1 In carrying out the works required to demolish the Existing Buildings the Owner shall use its reasonable endeavours to ensure that no less than 20% (twenty percent) of the work force is comprised of residents of the London Borough of Camden.

4.12.2 In carrying out the works comprised in the Construction Phase of the of the Relevant Phase the Owner shall use its reasonable endeavours to ensure that no less than 20% (twenty percent) of the work force is comprised of residents of the London Borough of Camden.

4.12.3 In order to facilitate compliance with the requirements of sub-clause 4.12.1 and 4.12.2 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

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

4.12.4 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase of the Relevant Phase no less than 17 construction trade apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.12.5 The Owner shall use all reasonable endeavours to ensure that at all times during the Construction Phase of the Relevant Phase no less than 19 work place and/or work experience opportunities are provided at the Development.

4.12.6 Notwithstanding the provisions in clauses 4.12.4 and 4.12.5 of this Agreement, during the Construction Phase of the Relevant Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly

statement setting out the details of candidates employed to Kings Cross Construction.

4.12.7 Following the Occupation Date of the Development the Owner shall ensure that at all times it will have in its employ no less than one end use apprentice within the Development always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid an amount at least equivalent to the Living Wage;
- (d) be employed on a fulltime basis for at least 52 weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.13 LOCAL PROCUREMENT

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

4.13.2 On or prior to Implementation of the Relevant Phase to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

4.13.4 To use all reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.14 OFF-SITE GARAGES PLAN

- 4.14.1 On or prior to the Implementation Date to provide the Council for approval a draft Off-Site Garages Plan.
- 4.14.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Off-Site Garages Plan as demonstrated by written notice to that effect.
- 4.14.3 To ensure that the off-site garages are upgraded and refurbished in strict accordance with the approved Off-Site Garages Plan and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.14.4 Not to Occupy or permit Occupation of Phase 2 of the Development until the Council has confirmed in writing that the off-site garages have been refurbished and upgraded in accordance with the Off-Site Garages Plan approved by the Council and are ready for occupation.
- 4.14.5 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 Off-Site Garages Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Off-Site Garages Plan.

4.15 ON-SITE LANDSCAPING

- 4.15.1 On or prior to the Implementation Date to provide the Council for approval a draft On-Site Landscaping Plan.
- 4.15.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the draft On-Site Landscaping Plan as demonstrated by written notice to that effect.
- 4.15.3 To ensure that the Pedestrian Link is created in accordance with the approved On-Site Landscaping Plan during the Construction Phase of the Development and shall not be carried out otherwise than in strict accordance with the requirements of the

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

4.15.4 Not to Occupy or permit Occupation of Pase 3 until the Council has confirmed in writing that the Pedestrian Link has been provided in accordance with the On-Site Landscaping Plan approved by the Council.

4.16 **PHASING PLAN**

4.16.1 On or prior to the Implementation Date to provide to the Council for approval a draft Phasing Plan.

4.16.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Phasing Plan as demonstrated by written notice to that effect.

4.16.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phasing Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Phasing 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.

4.16.4 Not to Occupy or permit Occupation of the Relevant Phase until such time as the Council has confirmed in writing that the Relevant Phase has been completed in accordance with the Phasing Plan approved by the Council.

4.17 **PUBLIC ART**

4.17.1 On or prior to the Implementation Date to provide the Council for approval a draft Public Art Strategy.

4.17.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Public Art Strategy as demonstrated by written notice to that effect.

4.17.3 To ensure that the Public Art is installed within the Relevant Phase of the Development in accordance with the approved Public Art Strategy during the Construction Phase and shall not be carried out otherwise than in strict accordance with the requirements of the Public Art Strategy and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.17.4 Not to Occupy or permit Occupation of the Relevant Phase until the Council has confirmed in writing that the Public Art has been installed within the Development in accordance with the Public Art Strategy approved by the Council.

4.18 **PUBLIC OPEN SPACE CONTRIBUTION**

4.18.1 On or prior to the Demolition Date to pay to the Council the Public Open Space Contribution in full.

4.18.2 Not to Demolish or to permit Demolition until such time as the Council has received the Public Open Space Contribution in full.

4.19 **THE SUSTAINABILITY PLAN**

4.19.1 On or prior to the Implementation Date of the Relevant Phase to submit to the Council for approval the Sustainability Plan.

4.19.2 Not to Implement nor permit Implementation of the Relevant Phase until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.19.3 Not to Occupy or permit Occupation of the residential units forming part of the Relevant Phase until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the of the Relevant Phase.

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

4.20 TRAVEL PLAN

4.20.1 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

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

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

4.20.3 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 Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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 2012/6338/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

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

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format 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 2012/6338/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code [] or by 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.7 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.

5.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

5.9 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 2012/6338/P and in the case of any notice or

approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

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

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2012/6338/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Clause 4.1.

6.12 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

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.

8. **JOINT AND SEVERAL LIABILITY**

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

9. **RIGHTS OF THIRD PARTIES**

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

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

OR

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

THE 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)

1. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
2. Proposed start and end dates for each phase of construction.
3. The proposed working hours within which vehicles will arrive and depart.
4. The access arrangements for vehicles.
5. 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
6. 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.
7. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
8. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
9. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

10. Details of proposed parking bays suspensions and temporary traffic management orders.
11. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
12. Details of hoarding required or any other occupation of the public highway.
13. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
14. Details of how traffic associated with the Development will be managed in order to reduce congestion.
15. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
16. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
17. 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.
18. 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.
19. 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"
20. 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.
21. All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- a) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - b) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - c) 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; and
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
22. Any other relevant information with regard to traffic and transport.
23. 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 LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

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

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

regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

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

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

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

.....
Director

.....
Director/Secretary

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

.....

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

.....
Authorised Signatory

PLAN 1



London Borough of Camden
Housing & Adult Social Care Department

ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF THE LONDON BOROUGH OF CAMDEN. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED IN THE TITLE AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE LONDON BOROUGH OF CAMDEN.

Application site boundary

Basdon Low Rise Redevelopment
London Borough of Camden
London

EXISTING SITE LOCATION PLAN

PROJECT NUMBER	202_A_P_001_00	REVISION	00
PLANNING APPLICATION			
DATE	17/05/2011	SCALE	1:1000 @ A1
DATE	23/11/2012	SCALE	1:1000 @ A1
DATE	23/11/2012	SCALE	1:1000 @ A1

PLAN 2

5.20 | UNIT MIX

SOCIAL

1B	14	13%
2B	45	43%
3B	34	33%
4B	5	5%
5B	5	5%
6B	1	1%
Total	104	

MARKET

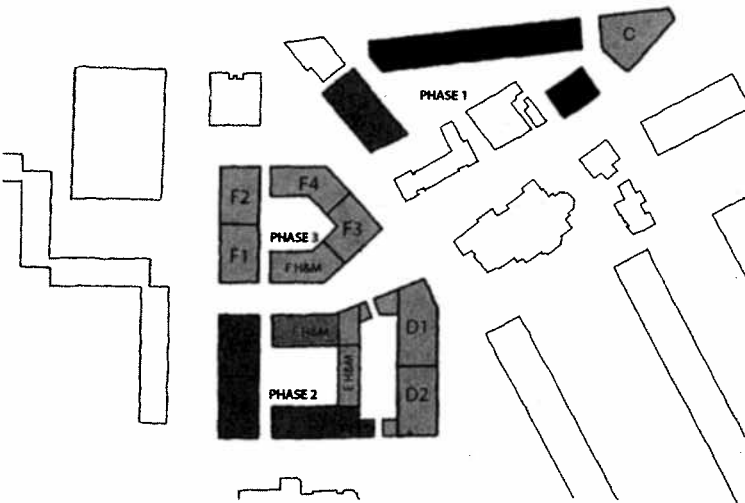
1B	64	36%
2B	76	43%
3B	31	18%
4B	5	3%
5B	0	0%
6B	0	0%
Total	176	

INTERMEDIATE

1B	0	0%
2B	0	0%
3B	10	100%
4B	0	0%
5B	0	0%
6B	0	0%
Total	10	

TOTAL MIX

1B	78	27%
2B	121	42%
3B	75	26%
4B	10	3%
5B	5	2%
6B	1	0%
Total	290	



PHASE 1 UNIT MIX

1B	15	24%
2B	31	49%
3B	10	16%
4B	3	5%
5B	3	5%
6B	1	2%
Total	63	

PHASE 2 UNIT MIX

1B	41	29%
2B	43	31%
3B	50	36%
4B	2	1%
5B	4	3%
6B	0	0%
Total	140	

PHASE 3 UNIT MIX

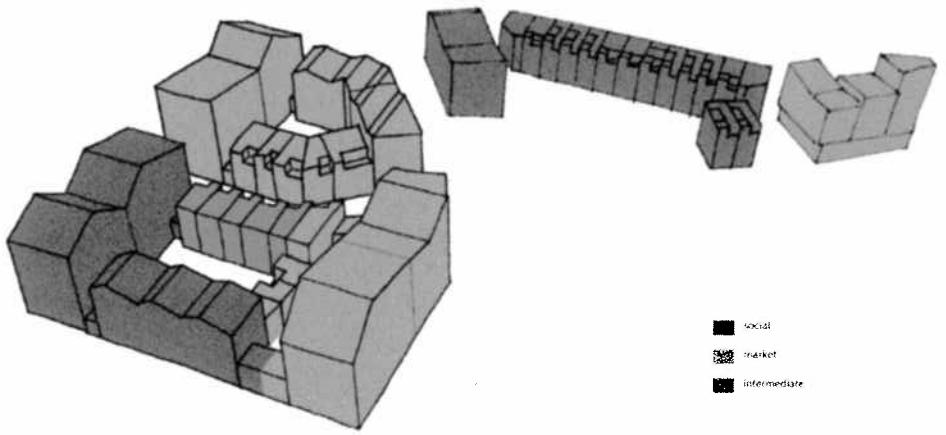
1B	22	25%
2B	47	54%
3B	15	17%
4B	3	3%
5B	0	0%
6B	0	0%
Total	87	

PLAN 3

5.19 TENURE MIX

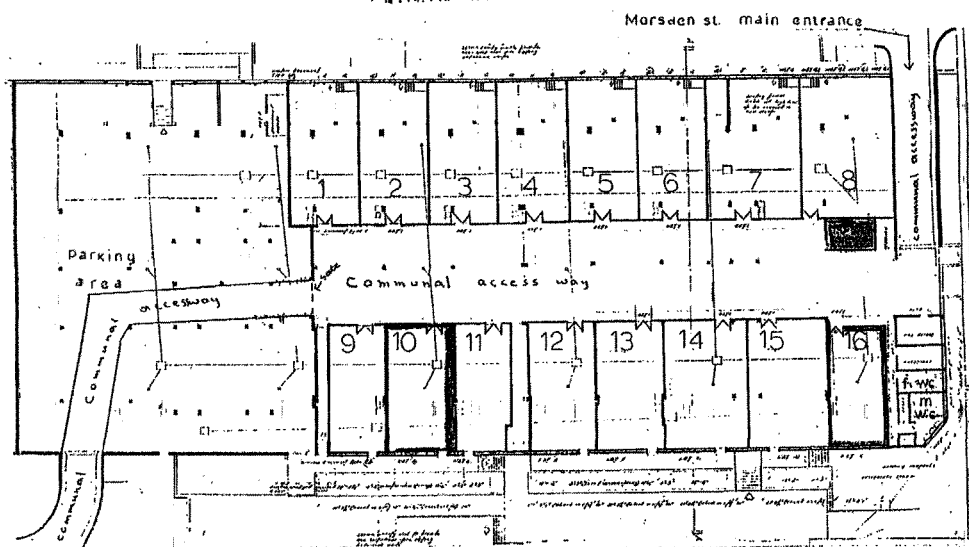
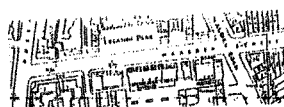
5.19.1 The proposal contains a large range of home types and sizes ranging from 1 bedroom apartments through to 4 & 5 bedroom homes and family maisonettes. The scheme has been designed to be completely tenure blind with the tenures distributed across the neighbourhood, and blended in each phase and street scene. This has been achieved on a core by core basis and will help cross subsidise the affordable homes and ensure each phase is as financially viable as possible.

PHASE 1										PHASE 2										PHASE 3										TOTAL				
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD					
	7			8									12	12	1	2	4						18	5						22	13	3	2	
SOCIAL																																		
MARKET																																		
INTERMEDIATE																																		
TOTAL																																		
TOTAL										TOTAL										TOTAL										TOTAL				



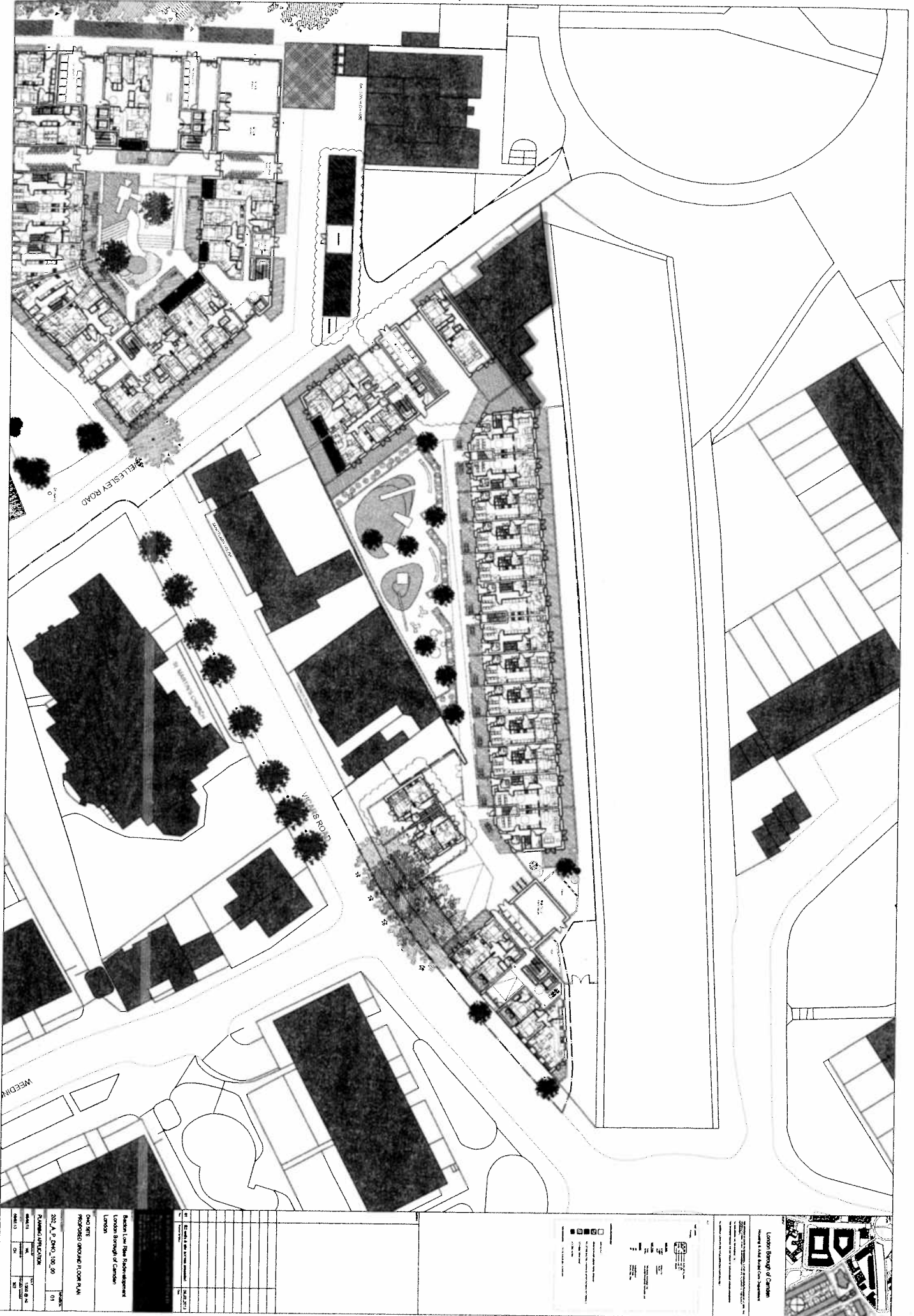
PLAN 4

NEW CONVERSION
WORKSHOPS
• BURMARSH • MARSDEN ST. NW5



Current layout of Burmarsh industrial units

PLANS



London Borough of Camden
 Planning Department
 Camden Planning Applications
 2022 A_P_DNA_108_00
 01
 PROPOSED DWELLING HOUSE

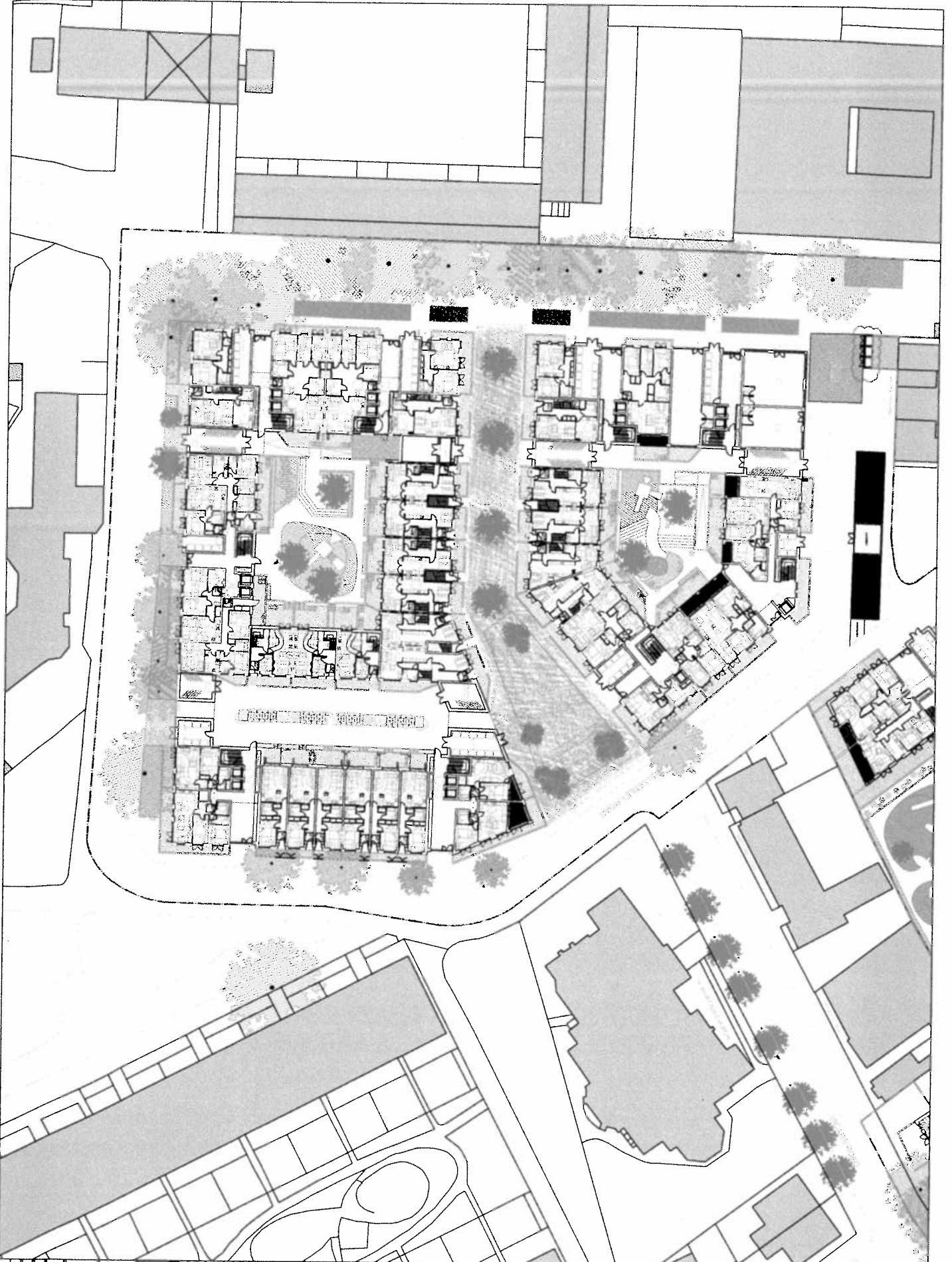
NO.	DESCRIPTION	DATE
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

NO.	DESCRIPTION	DATE
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

NO.	DESCRIPTION	DATE
31
32
33
34
35
36
37
38
39
40



PLAN 6



London Borough of Camden
 Planning and Building Control
 100, The Old Bailey, London EC3A 3DF

London Borough of Camden
 Planning and Building Control
 100, The Old Bailey, London EC3A 3DF

London Borough of Camden
 Planning and Building Control
 100, The Old Bailey, London EC3A 3DF

NO.	DESCRIPTION	DATE	BY	CHKD.
01	Approved for use as a building	2023.12.13		
02	Approved for use as a building	2023.12.13		

2023.12.13
 Approved for use as a building

2023.12.13
 Approved for use as a building

2023.12.13
 Approved for use as a building

Quod
Ingeni Building
17 Broadwick Street
LONDON
W1F 0AXApplication Ref: **2012/6338/P**
Please ask for: **Jonathan Markwell**
Telephone: 020 7974 **2453****DRAFT**
30 April 2013
DECISION

Dear Sir/Madam

Town and Country Planning Act 1990 (as amended)
Town and Country Planning (Development Management Procedure) Order 2010
Town and Country Planning (Applications) Regulations 1988**Councils Own Permission Under Regulation 3 Granted**

Address:

**Land bounded by Haverstock Road
Wellesley Road and Vicar's Road including Nos 121-211 Bacton Low Rise Estate
113a, 115 and 117 Wellesley Road and 2-16 Vicar's Road
Gospel Oak
London
NW5 4****DECISION**

Proposal:

Redevelopment of Bacton Low Rise Estate, Gospel Oak District Housing Office and Vicar's Road workshops following the demolition of all existing buildings (99 Class C3 residential units Nos. 121-219 Bacton Low Rise; Class B1 offices at 115 Wellesley Road; Class B1 workshops at 2-16 Vicar's Road), to provide within buildings ranging from 2-8 storeys in height a total of 290 Class C3 residential units, comprising 176 market, 10 intermediate and 104 social rent units, 3 employment units (Class B1), new and altered public realm, landscaping, vehicular and pedestrian links/accesses, vehicular and cycle parking, bin storage and associated works.

Drawing Nos: Site Location Plan dated 21/11/2012; 202_A_P_001_00; 202_A_P_010_00;
202_A_D_100_001; 202_A_P_003_01; 202_A_P_003_02; 202_A_P_003_03;
202_A_P_DHO_100_00 Rev 01; 202_A_P_DHO_100_01 Rev 01;

202_A_P_DHO_100_02 Rev 01; 202_A_P_DHO_100_03 Rev 01;
 202_A_P_DHO_100_04 Rev 01; 202_A_P_DHO_100_05 Rev 01;
 202_A_P_DHO_100_06 Rev 01; 202_A_P_DHO_100_07 Rev 01;
 202_A_P_DHO_100_08 Rev 01; 202_A_P_DHO_200_01 Rev 01;
 202_A_P_DHO_200_02 Rev 01; 202_A_P_DHO_200_03 Rev 01;
 202_A_P_DHO_300_00 Rev 01; 202_A_P_DHO_300_01; 202_A_P_DHO_300_02 Rev
 01; 202_A_P_DHO_300_03; 202_A_P_DHO_300_04 Rev 01; 202_A_P_DHO_400_01;
 202_A_P_BLR_100_B01; 202_A_P_BLR_100_00 Rev 01; 202_A_P_BLR_100_01;
 202_A_P_BLR_100_02; 202_A_P_BLR_100_03; 202_A_P_BLR_100_04;
 202_A_P_BLR_100_05; 202_A_P_BLR_100_06; 202_A_P_BLR_100_07;
 202_A_P_BLR_100_08; 202_A_P_BLR_200_01; 202_A_P_BLR_200_02 Rev 01;
 202_A_P_BLR_200_03; 202_A_P_BLR_200_04; 202_A_P_BLR_200_05;
 202_A_P_BLR_300_00; 202_A_P_BLR_300_01; 202_A_P_BLR_300_02;
 202_A_P_BLR_300_03; 202_A_P_BLR_300_04; 202_A_P_BLR_300_05;
 202_A_P_BLR_300_06; 202_A_P_BLR_400_01; 202_A_P_DHO_110_001 Rev 01;
 202_A_P_DHO_110_002; 202_A_P_DHO_110_006; 202_A_P_DHO_110_007;
 202_A_P_DHO_110_008; 202_A_P_DHO_110_009; 202_A_P_DHO_110_010 Rev 02;
 202_A_P_DHO_110_011; 202_A_P_DHO_110_012; 202_A_P_DHO_110_013 Rev 02;
 202_A_P_DHO_110_014; 202_A_P_DHO_110_015 Rev 02; 202_A_P_DHO_110_016;
 202_A_P_DHO_110_017; 202_A_P_DHO_110_018; 202_A_P_DHO_110_019 Rev 01;
 202_A_P_DHO_110_020; 202_A_P_DHO_110_021; 202_A_P_BLR_110_001;
 202_A_P_BLR_110_002; 202_A_P_BLR_110_003; 202_A_P_BLR_110_004;
 202_A_P_BLR_110_005; 202_A_P_BLR_110_006; 202_A_P_BLR_110_007;
 202_A_P_BLR_110_008; 202_A_P_BLR_110_009; 202_A_P_BLR_110_010;
 202_A_P_BLR_110_011; 202_A_P_BLR_110_012; 202_A_P_BLR_110_013;
 202_A_P_BLR_110_014; 202_A_P_BLR_110_015; 202_A_P_BLR_110_016;
 202_A_P_BLR_110_017; 202_A_P_BLR_110_018; 202_A_P_BLR_100_019;
 202_A_P_BLR_100_020; 202_A_P_BLR_100_021; 202_A_P_BLR_100_022;
 202_A_P_BLR_100_023; 202_A_P_BLR_100_024;
 202_A_P_BLR_100_025; 202_A_P_BLR_100_026; 202_A_P_BLR_100_027;
 202_A_P_BLR_100_028; 202_A_P_BLR_200_030; 202_A_P_BLR_200_031;
 202_A_P_BLR_200_032; 202_A_P_BLR_200_033 Rev 01; 202_A_P_BLR_300_034;
 202_A_P_BLR_300_035; 202_A_P_BLR_200_036; 202_A_P_BLR_200_040;
 202_A_P_BLR_200_049; 202_A_P_BLR_200_050; 202_A_P_BLR_200_051 Rev 01;
 202_A_P_BLR_200_052; 202_A_P_BLR_300_064; 202_A_P_BLR_300_065;
 202_A_P_BLR_200_067; 202_A_P_BLR_200_068; 202_A_P_BLR_200_069;
 202_A_P_BLR_200_070; 202_A_P_BLR_200_071; 202_A_P_BLR_200_072;
 202_A_P_BLR_200_073; 202_A_P_BLR_300_074; 202_A_P_BLR_300_075;
 202_A_P_BLR_200_076; 202_A_P_BLR_200_077; 202_A_P_BLR_200_078;
 202_A_P_BLR_200_079; LL439_C_SP_001 Rev J; LL439_C_SP_002 Rev K;
 LL439_C_SP_003 Rev D; LL439_C_SP_004 Rev B; LL439_C_SP_009; Design & Access
 Statement Statement of Community Involvement Ref 202-A-REP-DA by Karakusevic
 Carson Architects; Appendix to Design & Access Statement by Karakusevic Carson
 Architects; Block C Design Development Supplementary Addendum to Planning
 Application Ref 202_A_REP_ADDENDUM_01 dated December 2012 by Karakusevic
 Carson Architects; Landscape Proposals by Camlins Rev A 08.02.2013 8th Revision dated
 04/02/2013; Construction Management Plan by EC Harris; Planning Statement by Quod
 Ref Q30150 dated 22/11/2012; Bat Survey Report by Greengage Ref
 550355mtJul12FV01_Bat_Survey dated January 2013; Ecological Extended Phase 1
 Habitat & Protected Species Survey by Greengage Ref

550338MTJan13FV02_Phase1_Bacton dated January 2013; Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Addendum Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Second Addendum Daylight and Sunlight Report by GVA Schatunowski Brooks dated February 2013; Daylight Analysis Bacton Low Rise by GVA Schatunowski Brooks dated 28/02/13, as submitted 03/03/13; BRE073, as submitted 03/03/13; Air Quality Assessment by Peter Brett Associates Ref 26572/004 Rev 01 dated 20/11/2012;

Basement Impact Assessment Revision B by Rolton Group Limited Ref 12-0083 XRP007 dated February 2013; Requirements for Code for Sustainable Homes Level 4 by EC Harris; Energy Strategy Report by Rolton Group Limited Ref 12-0083 XRP004 dated November 2012; Flood Risk Assessment by Rolton Group Limited Ref 12-0083 XRP003 Rev A dated November 2012; Geotechnical and Geo-Environmental Report by Rolton Group Limited Ref 12-0083 XRP005 Rev A dated November 2012; Noise and Vibration Assessment by Peter Brett Associates Rev 26572/003R001 Rev 01 dated 22/11/2012; Sustainability Statement by EC Harris; Transport Assessment by Peter Brett Associates Ref Issue 1 Rev 1 dated 23/11/2012; Tree Survey, Implications Assessment and Constraints by Greengage Ref 550355MTSept12FV04_BS5837 dated November 2012; Email from Rolton Group Limited to Environment Agency dated 17/12/2012; Impact Assessment and Tree Removal - Addendum by Greengage, as received 12/02/2013; Dust Monitoring Protocol Technical Note by Peter Brett Associates Ref TN001A dated 07/02/2013; Response to LBC Comments on Transport Assessment by Peter Brett Associates Ref 001 dated 08/02/2013, as received 14/02/2013; Trip Generation Calculations - Residential Land Use, dated 08/02/13, as received 27/02/13; TRAVL - Average Trip Rate by Mode and Time, as received 27/02/13; Revised Trip Generation trips by mode and time, as received 27/02/13; Revised Trip Generation trips by time, as received 27/02/13; Email from Greengage dated 22/02/2013 and associated annotated photographs (x3), Tree Constraints Plan GRNGE-BCTLWRS-583707 and untitled Vicars Road RPZ plan; Email from Greengage dated 03/03/2013.

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

Conditions and Reasons:

- 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 Sample panels of all the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panels shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high

quality design) of the London Borough of Camden Local Development Framework Development Policies.

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

a) Details including sections at 1:10 of all windows (including jambs, head and cill), external doors, balconies, balustrades, communal entrance screens and gates;

b) Details of parapet/eave junctions at a scale of 1:10;

c) Manufacturer's specification details of all external facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples 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 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 4 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 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 5 A 1.8 metre high screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected on the south elevation recessed balconies of Block A at first to fourth floor level prior to commencement of use of the balconies and shall be permanently retained.

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.

- 6 Prior to the first occupation of the relevant part of the development, details of the measures to prevent unreasonable overlooking of neighbouring premises (such as for example obscure glazing and non-opening windows up to 1.7 metres above the floor of the room in which the window is installed) shall be submitted in respect of the following elevations:
- a) South elevation of Block A at first to fourth floor level;
 - b) East elevation of Block E1 at first to fourth floor level;
 - c) West elevation of Block E3 at first to fourth floor level;
 - d) East elevation of Block F2 at second to fourth floor level;
 - e) West elevation of Block F4 at second to fourth floor level.

The measures subsequently approved shall be fully implemented in advance of the first occupation of the relevant residential unit and 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.

- 7 Before the relevant part of the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facilities as approved shall be provided prior to the first occupation of the new units within the relevant part of the development and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 (Dealing with our waste and encouraging recycling) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 8 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS5 (Managing the impact

of growth and development) and CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, detailed plans indicating the type and layout of secure and covered cycle storage facilities for 437 cycles 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 each respective part of the development, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

- 10 The 15 fully accessible car parking spaces as shown on the approved drawings shall be provided prior to the first occupation of any residential unit within phase 3 of the development and thereafter the use of these spaces shall at no time be used for car parking other than by registered disabled residents of, or visitors to, the wheelchair accessible units as shown on the approved drawings and no further car parking spaces shall be provided on the site other than as indicated on the approved drawings unless as otherwise may be agreed by the local planning authority in writing.

Reason: To ensure that the development does not contribute unacceptably to parking stress and congestion on the site and unacceptable increases in car use generally, and to ensure adequate provision for people with disabilities in accordance with policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 (Parking standards and the availability of car parking) and DP29 (Improving access) of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to first occupation of any part of the development, confirmation of the necessary measures to secure a minimum of 5 active electric vehicle charging points (4 of which are disabled spaces) and 4 passive electric vehicle charging points (all disabled spaces) within the development shall be submitted to and approved in writing by the local planning authority. Such measures shall be completed prior to first occupation of phase 3 and shall thereafter be retained.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy.

- 12 The first car club parking bay (Bay 11 on drawing number 26572/001/003 Rev C), as shown on the plans hereby approved, shall be provided in full and clearly marked out in thermoplastic paint stating "Car Club Parking Bay Only" prior to the first occupation of any residential unit within phase 3 of the development. Thereafter, at no time shall any goods, unauthorised vehicles, plant equipment or other obstruction be left in this area, and the markings shall be permanently maintained and retained unless prior written consent is given by the local planning authority.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy.

- 13 The motorcycle parking area, as shown on the plans hereby approved, shall be clearly marked out in thermoplastic paint stating "Motorcycle Parking Only" prior to the first occupation of any residential unit within phase 3 of the development. Thereafter, at no time shall any goods, unauthorised vehicles, plant equipment or other obstruction be left in this area and the markings shall be permanently maintained and retained unless prior written consent is given by the local planning authority.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy.

- 14 The demolition of buildings or other structures within 10 metres of the operational railway infrastructure must be carried out in accordance with an agreed method statement. Approval of the method statement must be obtained from Network Rail's Asset Protection Team before the relevant part of the development can commence. Details of the Network Rail approved method statement should be submitted in writing to the local planning authority prior to the relevant part of the development commencing.

Reason: In order to protect the amenity of nearby occupiers and the operation of the rail network in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policies DP21 (Development connecting to the highway network) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 15 Any scaffold which is to be constructed within 10 metres of the railway boundary fence must be erected in such a manner that at no time will any poles over-sail the railway and protective netting around such scaffold must be installed.

Reason: To safeguard the amenities of the adjoining premises and the area generally and the operation of the rail network in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS11

(Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy and policies DP21 (Development connecting to the highway network) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 16 Where vibro-compaction machinery is to be used in development, details of the use of such machinery and a method statement should be submitted for the approval of the Local Planning Authority acting in consultation with the railway undertaker prior to the commencement of relevant part of the works and the works shall only be carried out in accordance with the approved method statement.

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 17 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), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below 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 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 18 No development shall commence on site until a scheme to suppress dust during site clearance and construction (including any demolition of existing buildings, breaking or crushing of concrete) has been submitted to and approved in writing by the local authority. The approved scheme shall include a watering regime and or any other form of dust mitigation where warranted and shall be implemented in its entirety once the development has commenced.

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

Policies.

- 19 Before the first occupation of any residential unit within Block B1 and Block C of the development, a refined scheme shall be submitted to and approved by the Local Planning Authority for the sound insulation (for both airborne and impact sound at separating walls and floors) in relation to windows on the north elevation of Blocks B1 and C (adjacent to the railway line on the DHO part of the site). The scheme shall provide adequate sound insulation to prevent the transmission of noise and/or vibration from the normal activities and or external noise sources (including the use/operation of equipment) performed at the lower levels to the upper floors to a level that the internal noise levels (including LAmax) are not increased and vibration levels are not perceived as measured in BS.6472:1992 "Evaluation of human exposure to vibration in buildings [1 Hz to 80 Hz]." The scheme is required to achieve 'good' internal noise levels criteria, as set out in BS 8233:1999 Sound Insulation and Noise Reduction for Buildings - Code of Practice.

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP28 (Noise and vibration) of the London Borough of Camden Local Development Framework Development Policies.

- 20 The development hereby approved shall be implemented in strict accordance with the Dust Monitoring Protocol (by PBA Ref TN001A dated 07/02/2013).

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

- 21 Each phase of the development shall not commence until dust monitors have been positioned and are collecting and reporting on data as outlined in the Dust Monitoring Protocol (by PBA Ref TN001A dated 07/02/2013).

Reason: To safeguard the amenities of the adjoining premises and the area generally 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 policies DP26 (Managing the impact of development on occupiers and neighbours) and DP32 (Air Quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

- 22 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 the relevant new residential unit. Any alternations to the approved

lifetime homes features and facilities prior to the first occupation of the relevant new residential unit shall be submitted to and approved by the local planning authority in writing. The subsequently approved lifetime homes features and facilities shall thereafter be provided in their entirety prior to the first occupation of the relevant new residential unit.

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 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 23 The features and facilities of the 29 wheelchair accessible dwellings, both adaptable and fully adapted, as indicated on the drawings and documents hereby approved, shall be provided in their entirety prior to the first occupation of the relevant block of new residential units. Any alterations to the approved wheelchair housing features and facilities, prior to the first occupation of the relevant new residential unit, shall be submitted to and approved by the local planning authority in writing. The subsequently approved wheelchair housing features and facilities shall thereafter be provided in their entirety prior to the first occupation of the relevant new residential unit.

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 (Providing quality homes) of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 (Providing quality homes) of the London Borough of Camden Local Development Framework Development Policies.

- 24 Before the relevant part of the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a suitably qualified chartered engineer with membership of the appropriate professional body shall be appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of the relevant part of the development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings, amenity of nearby occupiers and the character of the immediate area in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Development Policies and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

25 At least 28 days before development commences other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition:

(a) a written detailed scheme of assessment consisting of site reconnaissance, conceptual model, risk assessment and proposed schedule of investigation must be submitted to and approved in writing by the local planning authority. The scheme of assessment must be sufficient to assess the scale and nature of potential contamination risks on the site and shall include details of the number of sample points, the sampling methodology and the type and quantity of analyses proposed. The scheme of assessment must comply with the standards of the Environment Agency's Model Procedures for the Management of Contamination (CLR11);

(b) following the approval detailed in paragraph (a), before development commences other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition, a site investigation shall be undertaken in accordance with the approved scheme of assessment and the written results shall be submitted to and approved in writing by the local planning authority. Laboratory results must be provided as numeric values in a formatted electronic spread sheet.

c) A remediation scheme shall be submitted to and approved in writing by the local planning authority. Additional significant contamination discovered during development shall be fully assessed and any necessary modifications made to the remediation scheme shall be submitted to the Local Planning Authority for written approval. Before any part of the development hereby permitted is occupied the developer shall provide written confirmation that all works were completed in accordance with the revised remediation scheme.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 (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.

26 Full details of biodiverse living roofs shall be submitted to and approved by the Local Planning Authority, in writing, before the relevant part of the development commences other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the end of the first planting season after the relevant part of the development is first occupied. This must include a detailed maintenance plan, details of its construction and the materials used, to include a section at a scale of 1:20, and full planting details.

Reason: To ensure that the biodiverse living roofs are suitably designed and maintained in accordance with the requirements of policies CS13 (Tackling climate

change through promoting higher environmental standards, CS14 (Promoting high quality places and conserving heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) and CS16 (Improving Camden's health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design) and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 27 Details of bird and bat nesting boxes / bricks and details of measures taken to enhance local populations of Biodiversity Action Plan priority species (hedgehog and common toad) shall be submitted to and approved in writing by the Local Planning Authority prior to any superstructure works commencing on site. The details shall include the exact location, specification and design. The boxes / bricks shall be installed with the development prior to the first occupation of the building to which they form part or the first use of the space in which they are contained. The nesting boxes / bricks shall be installed strictly in accordance with the details so approved, shall be maintained as such thereafter.

Reason: To ensure the development contributes towards creation of habitats and valuable areas for biodiversity in accordance with policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 28 Full details of a lighting strategy, to include information about potential ecological impacts, shall be submitted to and approved by the Local Planning Authority, in writing, before the relevant part of the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the relevant part of the development is first occupied and the first use of the space in which they are contained as appropriate.

Reason: To safeguard the appearance of the premises and the character of the immediate area, to protect the amenity of current and future occupiers from light pollution and to ensure compliance with the protection of possible habitats in accordance with policies CS5 (Managing the impact of growth and development), CS14 (Promoting high quality places and conserving heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 29 Before the relevant part of the development commences, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, a plan that indicates the full hard and soft landscape design details including tree/plant species, sizes and positions and full details regarding the design, materials and type of boundary treatment to be erected has been submitted to, and approved in writing by, the local planning authority. Landscape

design shall seek to maximise soft landscaping at ground level in all open spaces and planting shall maximise the use of native species. Any hard landscaping should be of a permeable construction wherever possible to aid sustainable drainage. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the end of the first planting season after the relevant part of the development is first occupied.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 (Promoting high quality places and conserving heritage) and CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 30 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

- 31 Prior to the commencement of any works on the relevant phase of the development, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 32 Details of the design of building foundations and the layout, with dimensions and

levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved in writing by the local planning authority before any works on the relevant part of the site are commenced, other than site clearance and preparation. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 33 All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

Reason: Reason: To ensure the development contributes towards the protection of any existing habitats and valuable areas for biodiversity in accordance with policy CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) of the London Borough of Camden Local Development Framework Core Strategy.

- 34 Prior to commencement of the development, other than site clearance and preparation, relocation of services, utilities and public infrastructure and demolition, details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change. The system shall be implemented as part of the development and thereafter retained and maintained.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards) and CS16 (Improving Camden's health and well-being) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

- 35 The development hereby approved shall be implemented in accordance with the measures outlined in the Flood Risk Assessment by Rolton Group Limited Ref 12-0083 XRP003 Rev A dated November 2012 and Email from Rolton Group Limited to Environment Agency dated 17/12/2012.

Reason: To safeguard the appearance and stability of neighbouring buildings, amenity of nearby occupiers and the character of the immediate area from possible flooding in accordance with the requirements of policies CS5 (Managing the impact

of growth and development), CS13 (Tackling climate change through promoting higher environmental standards) and CS14 (Promoting high quality places and conserving heritage) of the London Borough of Camden Local Development Framework Development Policies and policies DP22 (Promoting sustainable design and construction), DP23 (Water), DP26 (Managing the impact of development on occupiers and neighbours) and DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 36 Prior to the first occupation of the relevant part of the development details of the proposed CCTV strategy, including full location, design and management details of any proposed CCTV equipment, shall be submitted to an approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the relevant part of the development is first occupied.

Reason: In order to seek to protect the amenity of occupiers from possible instances of crime, fear of crime and anti-social behaviour and to safeguard the appearance of the premises and the character of the immediate area, in accordance with policies CS5 (Managing the impact of growth and development), CS14 (Promoting high quality places and conserving heritage) and CS17 (Making Camden a safer place) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 37 At a time when demand for the first car club vehicle reaches the ZipCar fleet average, the location for a second car club parking bay should be identified, and agreed in writing with the local planning authority. Thereafter the bay shall be provided in full and clearly marked out in thermoplastic paint stating "Car Club Parking Bay Only" and at no time shall any goods, unauthorised vehicles, plant equipment or other obstruction be left in this area, and the markings shall be permanently maintained and retained unless prior written consent is given by the local planning authority.

Reason: To ensure that the scheme promotes the use of sustainable transport means in accordance with policy CS11 (Promoting sustainable and efficient travel) of the London Borough of Camden Local Development Framework Core Strategy.

- 38 *Affordable Housing

Affordable housing shall be provided in accordance with the conditions and approved documents as set out in this decision. All affordable housing units shall be constructed and fitted out as units which are suitable for occupation as affordable housing and shall only be occupied for the purposes of and retained in perpetuity for Intermediate Affordable Housing in line with the London Plan definition for such as set out in the London Plan and Social Rented Housing (at rents equivalent to 'social rent' as set out in Camden's CPG2 draft alterations November 2012) as the case may be; not disposing of any interest in the

Affordable Housing Units (except by way of mortgage) other than to any other Registered Provider or any other body, organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies CS6 (Providing quality homes) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 (Contributions to the supply of affordable housing) and DP4 (Preventing the loss of affordable housing) of the London Borough of Camden Local Development Framework Development Policies.

39 *Phasing Plan

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority a Phasing Plan which shall balance the delivery of the affordable and market housing with the phases of the development. The development shall thenceforth not proceed other than in complete accordance with such Plan as will have been approved from time to time by the Local Planning Authority

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies CS6 (Providing quality homes) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 (Contributions to the supply of affordable housing) and DP4 (Preventing the loss of affordable housing) of the London Borough of Camden Local Development Framework Development Policies.

40 *Re-appraisal of financial viability

At the completion of phase 2 and prior to the commencement of phase 3, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition for phase 3, the applicant and/or developer shall submit to the local planning authority a Financial Viability Assessment to re-appraise the affordable housing provision within phase 3 of the development. If applicable, the expectation will be for additional affordable housing to be provided on-site, but where this cannot practically be achieved on-site, an off-site contribution and then a payment-in-lieu will be provided. The additional affordable housing contribution shall be approved in writing by the Local Planning Authority and the development shall thenceforth not proceed other than in complete accordance with such Plan as will have been approved.

Reason: To secure sufficient provision of affordable and other tenures of housing in a balanced and sustainable manner across the development in accordance with the requirements of policies CS6 (Providing quality homes) and CS19 (Delivering

and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP3 (Contributions to the supply of affordable housing) and DP4 (Preventing the loss of affordable housing) of the London Borough of Camden Local Development Framework Development Policies.

41 *Recruitment and apprenticeships

Prior to commencement of any construction works associated with the new buildings hereby approved, including the extraction of basements and/or foundations but excluding site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall:

- have entered into an agreement with the Kings Cross Construction Skills Centre to support the recruitment of Camden residents to jobs created during the construction of the development; to advertise all construction job vacancies locally; and to work towards a target that 20% of jobs are filled by Camden residents
- have entered into an agreement with the Kings Cross Construction Skills Centre to provide a minimum of 17 construction industry apprenticeships to Camden residents using a range of options tailored to the build requirements of the development. The placements would be delivered throughout the course of the development. Also to deliver a minimum of 19 work placement/work experience opportunities throughout the construction process.
- have entered into an agreement with the Kings Cross Construction Skills Centre to deliver at least 1 End Use apprenticeship, e.g. caretaker, receptionist or another suitable role.
- submit to the local planning authority for written approval a local employment, skills and local supply plan setting out how the above will be achieved.

Reason: In order to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major developments and to source goods and services from local businesses in accordance with policies CS8 (Promoting a successful and inclusive Camden economy) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 (Employment sites and premises) of the London Borough of Camden Local Development Framework Development Policies.

42 *Local Procurement

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall:

- have demonstrated that they will work with the Council's local procurement team to provide opportunities for Camden-based businesses to tender for the supply of goods and services during construction.

Reason: In order to ensure that unemployed people within the Borough of Camden have training and employment opportunities during the construction phase of major

developments and to source goods and services from local businesses in accordance with policies CS8 (Promoting a successful and inclusive Camden economy) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 (Employment sites and premises) of the London Borough of Camden Local Development Framework Development Policies.

43 *Energy Efficiency

The development shall be carried out in complete accordance with the submitted Energy Strategy Report by Rolton Group Limited Ref 12-0083 XRP004 dated November 2012 to achieve a target of 29% reduction in carbon emissions from the development, unless an alternative strategy is submitted to and approved in writing by the local planning authority. The Plan shall contain mechanisms for monitoring, review and further approval by the local planning authority. The development shall at all times proceed in accordance with such Plan as will have been approved.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13 (Tackling climate change through promoting higher environmental standards) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 (Promoting sustainable design and construction), DP23 (Water) and DP32 (Air quality and Camden's Clear Zone) of the London Borough of Camden Local Development Framework Development Policies.

44 *Code for Sustainable Homes

Prior to commencement of any part of the development, other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, the applicant and/or developer shall submit to the local planning authority a design stage Sustainability Plan assessment setting out the manner in which the development will achieve Code for Sustainable Homes (CfSH) level 4 for the residential units achieving 50% of the un-weighted credits in the Energy and Water and Materials sections. The development shall at all times proceed in accordance with such Plan as will have been approved. Prior to first occupation of the residential units a post-completion certificate which demonstrates that the approved rating has been achieved shall be submitted to and approved in writing by the local planning authority.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with the requirements of policies CS13 (Tackling climate change through promoting higher environmental standards), CS16 (Improving Camden's health and well-being) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 (Promoting sustainable design and construction) and DP23 (Water) of the London Borough of Camden Local Development Framework Development Policies.

45 *Car free for 222 residential units

Prior to first occupation of any of the residential units, the landowner would ensure through agreement that occupiers of 222 specified units are informed of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to s. 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; shall not be able to buy a contract permanently to park within any car park owned, controlled or licensed by the Council nor shall they be entitled to be granted a Business Parking Permit.

Reason: In order to ensure that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 (Parking standards and the availability of car parking) and DP19 (Managing the impact of parking) of the London Borough of Camden Local Development Framework Development Policies.

46 *Travel Plan

Prior to first occupation of the residential uses a Travel Plan which shall set out measures for promoting sustainable transport modes for residents within the relevant phase of the development, shall be submitted to and approved in writing by the Local Planning Authority in consultation with Transport for London and shall contain mechanisms for monitoring, review and further approval by the local planning authority. The plan shall provide for a Travel Plan Co-ordinator and allow for an initial substantial review within six months of full occupation. The measures contained in the Travel Plan shall at all times remain implemented.

Reason: In order to ensure that the travel demand arising from the development does not significantly impact on the existing transport system and to accord with the requirements of policies CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development), DP17 (Walking, cycling and public transport) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

47 *Construction Management Plan

Prior to the demolition of the existing buildings and the commencement of construction of the new buildings a Construction Management Plan / Construction Logistics Plan setting out measures for ensuring highway safety and managing transport, deliveries and waste (including recycling of materials) throughout the demolition and/or construction period(s) and taking account of the cumulative impact of concurrent or planned development within the immediate area, shall be submitted to and approved by the local planning authority in consultation with

Transport for London and shall contain mechanisms for monitoring, review and further approval by the local planning authority and Transport for London as required from time to time. The Construction Management Plan / Construction Logistics Plan shall also include details of a working group involving local residents and businesses, a contractor complaints/call-line and measures to be carried out to mitigate the impact of the noise arising from construction and demolition activities on local residents and businesses. The measures contained in the Construction Management Plan / Construction Logistics Plan shall at all times remain implemented throughout the duration of the works of demolition and construction.

Reason: In order to protect the pedestrian environment and the amenities of the area generally and to ensure the continued free flow of traffic in the area in accordance with policies CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development), DP17 (Walking, cycling and public transport) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

48 *Off-site garage spaces

The off-site garage spaces, as specified on plan Bacton Alternative parking provision dated 30/08/2012 within Appendix B of Response to LBC Comments on Transport Assessment by Peter Brett Associates Ref 001 dated 08/02/2013, as received 14/02/2013, shall be upgraded to a reasonable standard and be ready for occupation prior to the first occupation of any residential unit within phase 2 of the development. The applicant and/or developer shall submit to the local planning authority an Off-site Garage Spaces Plan detailing evidence of the upgrade works and this will be approved in writing by the local planning authority. The development shall at all times proceed in accordance with such Plan as will have been approved.

Reason: To ensure that the replacement off-site garage space parking facilities are safe, secure and provided to serve the proposed development, and hence that the development does not contribute to increased car use and parking congestion in accordance with the requirements of policies CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP18 (Parking standards and the availability of car parking) and DP19 (Managing the impact of parking) of the London Borough of Camden Local Development Framework Development Policies.

49 *Bummarsh workshop refurbishment works

Within three years from the date of this permission all of the proposed refurbishment measures to Bummarsh workshops (Marsden Street, London, NW5 3JA), as denoted within the schedule detailed on page 2 of 'Bacton Low Rise Regeneration - Appendix to the financial model - Further Information on

Employment Strategy', as submitted by EC Harris on 30/11/2012, shall be fully implemented. The applicant and/or developer shall submit to the local planning authority a Burmarsh Employment Plan detailing evidence of the full implementation of works and this will be approved in writing by the local planning authority. The development shall at all times proceed in accordance with such Plan as will have been approved.

Reason: To ensure that the development makes adequate provision to the improvement of employment floorspace elsewhere in the Borough that provides employment opportunities for local residents in accordance with policies CS8 (Promoting a successful and inclusive Camden economy) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policy DP13 (Employment sites and premises) of the London Borough of Camden Local Development Framework Development Policies.

50 *Community facilities contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure appropriate provision and improvements for the provision of community facilities in the vicinity of the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes satisfactory provision for community facilities in accordance with policies CS10 (Supporting community facilities and services) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 (Community and leisure uses) of the London Borough of Camden Local Development Framework Development Policies.

51 *Travel Plan monitoring and review contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure the monitoring and review of the Travel Plan shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure that the travel demands from the development can be monitored and maintained in line with a Travel Plan in accordance with the requirements of policies CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development), DP17 (Walking, cycling and public transport) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

52 *Legible London contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure improvements for pedestrian way-finding in the local area shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for promoting walking as a sustainable transport alternative and mitigating its impact on public transport in accordance with the requirements of policies CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development) and DP17 (Walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

53 *Public open space contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure provision of, and improvements to, public open space shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for open space facilities in the area and that the impact of the scheme on open space facilities is mitigated in accordance with policies CS5 (Managing the impact of growth and development), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbours) and DP31 (Provision of, and improvements to public open space and outdoor sport and recreation facilities) of the London Borough of Camden Local Development Framework Development Policies.

54 *Public art contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure appropriate measures to support public art shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the scheme makes adequate provision for public art as part of the urban design process in enhancing public spaces and the surrounding townscape in accordance with policies CS14 (Promoting high quality places and conserving heritage) and CS19 (Delivering and monitoring the Core Strategy) of

the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) of the London Borough of Camden Local Development Framework Development Policies.

55 *Highway works contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure the necessary highway works for the development shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure the development has an acceptable impact on the adjacent highway and provides an attractive safe and secure environment in accordance with the requirements of policies CS5 (Managing the impact of growth and development), CS11 (Promoting sustainable and efficient travel), CS17 (Making Camden a safer place) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP20 (Movement of goods and materials) and DP21 (Development connecting to the highway network) of the London Borough of Camden Local Development Framework Development Policies.

56 *Education contribution

Prior to commencement of the development other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, confirmation that the necessary measures to secure appropriate measures to support the local education infrastructure shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the impact of the scheme on the local education infrastructure is mitigated in accordance with policies CS10 (Supporting community facilities and services) and CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy and DP15 (Community and leisure uses) of the London Borough of Camden Local Development Framework Development Policies.

57 Need for a Legal agreement

In the event that any owners of the land have the legal locus to enter into a Section 106 Agreement no works shall be progress on site until such time as they have entered into such an Agreement incorporating obligations in respect of the matters covered by conditions marked with * in this notice of planning permission.

Reason: In order to define the permission and to secure development in accordance with policy CS19 (Delivering and monitoring the Core Strategy) of the London Borough of Camden Local Development Framework Core Strategy.

58 The development hereby permitted shall be carried out in accordance with the

following approved plans: Site Location Plan dated 21/11/2012; 202_A_P_001_00;
 202_A_P_010_00; 202_A_D_100_001; 202_A_P_003_01; 202_A_P_003_02;
 202_A_P_003_03; 202_A_P_DHO_100_00 Rev 01; 202_A_P_DHO_100_01 Rev
 01; 202_A_P_DHO_100_02 Rev 01; 202_A_P_DHO_100_03 Rev 01;
 202_A_P_DHO_100_04 Rev 01; 202_A_P_DHO_100_05 Rev 01;
 202_A_P_DHO_100_06 Rev 01; 202_A_P_DHO_100_07 Rev 01;
 202_A_P_DHO_100_08 Rev 01; 202_A_P_DHO_200_01 Rev 01;
 202_A_P_DHO_200_02 Rev 01; 202_A_P_DHO_200_03 Rev 01;
 202_A_P_DHO_300_00 Rev 01; 202_A_P_DHO_300_01;
 202_A_P_DHO_300_02 Rev 01; 202_A_P_DHO_300_03;
 202_A_P_DHO_300_04 Rev 01; 202_A_P_DHO_400_01;
 202_A_P_BLR_100_B01; 202_A_P_BLR_100_00 Rev 01;
 202_A_P_BLR_100_01; 202_A_P_BLR_100_02; 202_A_P_BLR_100_03;
 202_A_P_BLR_100_04; 202_A_P_BLR_100_05; 202_A_P_BLR_100_06;
 202_A_P_BLR_100_07; 202_A_P_BLR_100_08; 202_A_P_BLR_200_01;
 202_A_P_BLR_200_02 Rev 01; 202_A_P_BLR_200_03; 202_A_P_BLR_200_04;
 202_A_P_BLR_200_05; 202_A_P_BLR_300_00; 202_A_P_BLR_300_01;
 202_A_P_BLR_300_02; 202_A_P_BLR_300_03; 202_A_P_BLR_300_04;
 202_A_P_BLR_300_05; 202_A_P_BLR_300_06; 202_A_P_BLR_400_01;
 202_A_P_DHO_110_001 Rev 01; 202_A_P_DHO_110_002;
 202_A_P_DHO_110_006; 202_A_P_DHO_110_007; 202_A_P_DHO_110_008;
 202_A_P_DHO_110_009; 202_A_P_DHO_110_010 Rev 02;
 202_A_P_DHO_110_011; 202_A_P_DHO_110_012; 202_A_P_DHO_110_013
 Rev 02; 202_A_P_DHO_110_014; 202_A_P_DHO_110_015 Rev 02;
 202_A_P_DHO_110_016; 202_A_P_DHO_110_017; 202_A_P_DHO_110_018;
 202_A_P_DHO_110_019 Rev 01; 202_A_P_DHO_110_020;
 202_A_P_DHO_110_021; 202_A_P_BLR_110_001; 202_A_P_BLR_110_002;
 202_A_P_BLR_110_003; 202_A_P_BLR_110_004; 202_A_P_BLR_110_005;
 202_A_P_BLR_110_006; 202_A_P_BLR_110_007; 202_A_P_BLR_110_008;
 202_A_P_BLR_110_009; 202_A_P_BLR_110_010; 202_A_P_BLR_110_011;
 202_A_P_BLR_110_012; 202_A_P_BLR_110_013; 202_A_P_BLR_110_014;
 202_A_P_BLR_110_015; 202_A_P_BLR_110_016; 202_A_P_BLR_110_017;
 202_A_P_BLR_110_018; 202_A_P_BLR_100_019; 202_A_P_BLR_100_020;
 202_A_P_BLR_100_021; 202_A_P_BLR_100_022; 202_A_P_BLR_100_023;
 202_A_P_BLR_100_024; 202_A_P_BLR_100_025; 202_A_P_BLR_100_026;
 202_A_P_BLR_100_027; 202_A_P_BLR_100_028; 202_A_P_BLR_200_030;
 202_A_P_BLR_200_031; 202_A_P_BLR_200_032; 202_A_P_BLR_200_033 Rev
 01; 202_A_P_BLR_300_034; 202_A_P_BLR_300_035; 202_A_P_BLR_200_036;
 202_A_P_BLR_200_040; 202_A_P_BLR_200_049; 202_A_P_BLR_200_050;
 202_A_P_BLR_200_051 Rev 01; 202_A_P_BLR_200_052;
 202_A_P_BLR_300_064; 202_A_P_BLR_300_065; 202_A_P_BLR_200_067;
 202_A_P_BLR_200_068; 202_A_P_BLR_200_069; 202_A_P_BLR_200_070;
 202_A_P_BLR_200_071; 202_A_P_BLR_200_072; 202_A_P_BLR_200_073;
 202_A_P_BLR_300_074; 202_A_P_BLR_300_075; 202_A_P_BLR_200_076;
 202_A_P_BLR_200_077; 202_A_P_BLR_200_078; 202_A_P_BLR_200_079;
 LL439_C_SP_001 Rev J; LL439_C_SP_002 Rev K; LL439_C_SP_003 Rev D;
 LL439_C_SP_004 Rev B; LL439_C_SP_009.

Design & Access Statement Statement of Community Involvement Ref 202-A-
 REP-DA by Karakusevic Carson Architects; Appendix to Design & Access

Statement by Karakusevic Carson Architects; Block C Design Development Supplementary Addendum to Planning Application Ref 202_A_REP_ADDENDUM_01 dated December 2012 by Karakusevic Carson Architects; Landscape Proposals by Camlins Rev A 08.02.2013 8th Revision dated 04/02/2013; Construction Management Plan by EC Harris; Planning Statement by Quod Ref Q30150 dated 22/11/2012; Bat Survey Report by Greengage Ref 550355mtJul12FV01_Bat_Survey dated January 2013; Ecological Extended Phase 1 Habitat & Protected Species Survey by Greengage Ref 550338MTJan13FV02_Phase1_Bacton dated January 2013; Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Addendum Daylight & Sunlight Report by GVA Schatunowski Brooks dated November 2012; Second Addendum Daylight and Sunlight Report by GVA Schatunowski Brooks dated February 2013; Daylight Analysis Bacton Low Rise by GVA Schatunowski Brooks dated 28/02/13, as submitted 03/03/13;

BRE073, as submitted 03/03/13; Air Quality Assessment by Peter Brett Associates Ref 26572/004 Rev 01 dated 20/11/2012; Basement Impact Assessment Revision B by Rolton Group Limited Ref 12-0083 XRP007 dated February 2013; Requirements for Code for Sustainable Homes Level 4 by EC Harris; Energy Strategy Report by Rolton Group Limited Ref 12-0083 XRP004 dated November 2012; Flood Risk Assessment by Rolton Group Limited Ref 12-0083 XRP003 Rev A dated November 2012; Geotechnical and Geo-Environmental Report by Rolton Group Limited Ref 12-0083 XRP005 Rev A dated November 2012; Noise and Vibration Assessment by Peter Brett Associates Rev 26572/003R001 Rev 01 dated 22/11/2012; Sustainability Statement by EC Harris; Transport Assessment by Peter Brett Associates Ref Issue 1 Rev 1 dated 23/11/2012; Tree Survey, Implications Assessment and Constraints by Greengage Ref 550355MTSept12FV04_BS5837 dated November 2012; Email from Rolton Group Limited to Environment Agency dated 17/12/2012; Impact Assessment and Tree Removal - Addendum by Greengage, as received 12/02/2013; Dust Monitoring Protocol Technical Note by Peter Brett Associates Ref TN001A dated 07/02/2013; Response to LBC Comments on Transport Assessment by Peter Brett Associates Ref 001 dated 08/02/2013, as received 14/02/2013; Trip Generation Calculations - Residential Land Use, dated 08/02/13, as received 27/02/13; TRAVL - Average Trip Rate by Mode and Time, as received 27/02/13; Revised Trip Generation trips by mode and time, as received 27/02/13; Revised Trip Generation trips by time, as received 27/02/13; Email from Greengage dated 22/02/2013 and associated annotated photographs (x3), Tree Constraints Plan GRNGE-BCTLWRS-583707 and untitled Vicars Road RPZ plan; Email from Greengage dated 03/03/2013.

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

Informative(s):

- 1 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 collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an

affected planning application is implemented and who will be liable.

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 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

- 2 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 3 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).
- 4 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.
- 5 With regard to condition 22 (lifetime homes) 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.

Linked to this and condition 23 (wheelchair housing) it is shown that 19 social rent and 10 market wheelchair units are shown on the approved plans. More

specifically there are 5x2 bed wheelchair accessible social rent units in Block A; there are 14 (4x2 bed and 10x3 bed) wheelchair accessible social rent units in Blocks E1, E2 and E3; and 10x3 bed wheelchair accessible market units in Blocks D1 and F1.

- 6 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
- 7 With regard to the employment units hereby permitted, you are advised that this permission is granted without prejudice to the possibility 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 planning@camden.gov.uk.
- 8 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 (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 9 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 10 With regard to condition 25 (contaminated land) the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at www.environment-agency.gov.uk.
- 11 You are advised that the biodiversity information/ecological assessment provided

as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in building up the data base of up-to-date ecological information and this will help in future decision making.

- 12 Active bird nests are protected under Part 1 of the Wildlife and Countryside Act 1981 (as amended) which states that it is an offence to disturb, damage or destroy the nest of any wild bird while that nest be in use or being built. Active nests are highly likely to be present within the site during peak nesting season, considered by Natural England as between 1 March and 31 July. It should be noted that active nests are afforded legal protection at all times and can be encountered throughout a nesting season which may extend between mid February and October depending on bird species and weather conditions. Nesting habitats which includes trees, shrubs, climbing plants, grounds flora, buildings and other structures may be cleared at any time of year where survey (undertaken by a suitably experienced person) can establish active nests are absent. For further information contact Natural England on 0845 600 3078.
- 13 Bats and their roosts are protected under the Wildlife and Countryside Act 1981 (as amended), and the Conservation (Natural Habitats) Regulations 1994 which protect bats from intentional or deliberate actions which may kill, injure capture a bat and from actions that intentionally or recklessly damage, destroy or obstruct access to a bat roost (whether bats are present or not) or disturb a bat when occupying a roost. Actions such as demolition and renovation works to a building, and tree felling or significant tree surgery are likely to result in a breach of the above legislation if bats or bat roosts are present. For further information contact Natural England on 0845 600 3078.
- 14 The applicant's attention drawn to section 60 of the Control of Pollution Act 1974.
- 15 Network Rail advises that prior to the commencement of any works on site, the developers must contact Network Rail to inform them of their intention to commence works. This must be undertaken a minimum of 6 weeks prior to the proposed date of commencement.
- 16 Network Rail advises that any demolition or refurbishment works must not be carried out on the development site that may endanger the safe operation of the railway, or the stability of the adjoining Network Rail structures.
- 17 Network Rail advises that any scaffold, cranes or other mechanical plant must be constructed and operated in a "fail safe" manner that in the event of mishandling, collapse or failure, no materials or plant are capable of falling within 3.0m of the nearest rail of the adjacent railway line, or where the railway is electrified, within 3.0m of overhead electrical equipment or supports. To avoid scaffold falling onto operational lines, netting around the scaffold may be required. In view of the close proximity of these proposed works to the railway boundary the developer should contact Network Rail's Asset Protection Team.
- 18 Network Rail advises that if it is necessary to close the railway and restrict rail traffic, "possession" of the railway must be booked via Network Rail's Asset

Protection Team (assetprotectionLNE@networkrail.co.uk) and are subject to a minimum prior notice period for booking of 20 weeks.

- 19 Network Rail advises that where works are proposed adjacent to the railway it may be necessary to serve the appropriate notices on Network Rail and their tenants under the Party Wall etc Act 1996. Developers should consult with Network Rail at an early stage of the preparation of details of their development on Party Wall matters.
- 20 With regard to condition 9 (cycle details) you are advised to consider Camden Planning Guidance 7 (Transport) Chapter 9 (Cycling facilities) in full prior to the submission of any approval of details application of this nature.
- 21 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.
- 22 With regard to condition 26 (Living roofs) you are advised that the substrate depth should vary between 80mm and 150mm with peaks and troughs, but should average at least 130mm. The design and planting scheme should be informed by a site biodiversity assessment and reflect the local conditions and species of interest. Extensive living roofs should be planted with 16 plugs per m2.
- 23 Reasons for granting planning permission

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to policies CS1 (Distribution of growth), CS4 (Areas of more limited change), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS10 (Supporting community facilities and services), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving heritage), CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity), CS16 (Improving Camden's health and well-being), CS17 (Making Camden a safer place), CS18 (Dealing with our waste and encouraging recycling) and CS19 (Delivering and monitoring the Core Strategy) and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policies DP1 (Mixed use development), DP2 (Making full use of Camden's capacity for housing), DP3 (Contributions to the supply of affordable housing), DP4 (Preventing the loss of affordable housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP15 (Community and leisure uses), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP25

(Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP27 (Basements and lightwells), DP28 (Noise and vibration), DP29 (Improving access), DP30 (Shopfronts), DP31 (Provision of, and improvements to public open space and outdoor sport and recreation facilities) and DP32 (Air quality and Camden's Clear Zone).

- 24 Furthermore the proposal accords with the specific policy requirements in respect of the following principal considerations:-

The proposed development would provide a high density residential led scheme in an area in need of investment. The proposals seek to assist in improving the tenure mix in an area of concentrated social rented housing and thus assist with the aim to facilitate a mixed and balanced community in this part of Gospel Oak. An appropriate level of additional affordable housing is provided on the basis of the financial viability of the scheme and other factors. In reaching its decision the Council has struck a reasonable balance between its policy of protecting existing employment premises and achieving much needed improvements as part of the Council's estate regeneration programme. Furthermore the proposals represent a high standard of design having regard for local context; improved access for all; improvements to the public realm and local pedestrian environment and environmentally sustainable development measures.

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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

DATED

2013

(1) LIMITED

and

(2) MORTGAGEE PLC/LIMITED

and

(3) LESSEE/TENANT

and

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

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

BACTON LOW RISE ESTATE

being land bounded by Haverstock Road Wellesley Road and
Vicar's Road including Nos 121-211 Bacton Low Rise Estate
113a,115 and 117 Wellesley Road and 2-16 Vicar's Road Gospel Oak London NW5

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

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

Tel: 020 7974 1918
Fax: 020 7974 2962