

DATED 7TH SEPTEMBER 2010

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) CAMBRIDGE TERRACE DEVELOPMENTS LIMITED

and

(4) IRISH NATIONWIDE BUILDING SOCIETY

and

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

A G R E E M E N T
relating to land known as
6-10 CAMBRIDGE TERRACE AND 1-2 CHESTER GATE, LONDON, NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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THIS AGREEMENT is made the 7th day of September 2010

BETWEEN:

1. **HER MAJESTY THE QUEEN** (hereinafter called "Her Majesty")
2. **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in the exercise of the powers of conferred by the Crown Estate Act 1961 care of, 16 New Burlington Place, London W1S 2HX (hereinafter called "the Commissioners") of the second part
3. **CAMBRIDGE TERRACE DEVELOPMENTS LIMITED (Co. Regn. No. 6173175)** of 109 Gloucester Place, London W1U 6JW (hereinafter called "the Owner") of the third part
4. **IRISH NATIONWIDE BUILDING SOCIETY** (incorporated in the Republic of Ireland) of Nationwide House, Grand Parade, Dublin 6, Ireland (hereinafter called "the Mortgagee") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

WHEREAS

- 1.1 Her Majesty is seised of an estate in fee simple free from encumbrances of the Property and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961.
- 1.2 Her Majesty and the Commissioners are interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL614362 subject to a charge to the Mortgagee and is interested in the Property for the purposes of Section 106 of the Act.

- 1.4 A Planning Application for the Development of the Property was submitted to the Council and validated on 30 June 2009 and the Council resolved to grant permission conditionally under reference number 2009/3041/P subject to conclusion of this legal Agreement.
- 1.5 An Application for Listed Building Consent for the Development of the Property was submitted to the Council and validated on 30 June 2009 and the Council resolved to grant consent conditionally under reference number 2009/3051/L subject to the conclusion of this legal Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL614362 and dated 2 August 2007 is willing to enter into this Agreement to give its consent to the same.
- 1.10 Cancer Research UK is registered at the Land Registry as the leasehold proprietor with Title absolute of part of the Property under Title Number NGL678392. The Owner is prepared to accept an obligation that it will not Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the Owner has demonstrated to the Council's satisfaction that Cancer Research UK (or anyone deriving Title from Cancer Research UK) has ceased to have any legal or equitable interest in the Property and has permanently vacated the Property.
- 1.11 A separate agreement is being entered into between the Leaseholder and The Crown Estate Paving Commission for the purpose of complying with the relevant regulations and restrictions of the Crown Estate Paving Commission as required in connection with the Development.

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 | "Advertising Consent" | Any consent for the display of advertising granted pursuant to the Application for Advertising Consent |
| 2.3 | "Application for Advertising Consent" | an application made to the Council for advertising consent for the display of an appropriate image of the Property on the scaffolding shroud and an interesting hoarding display ensuring that all relevant authorities including the Council and the Crown Estate Paving Commission have been consulted prior to submission of the application for advertising consent and their responses have been taken into account as part of the application. |
| 2.4 | "Affordable Housing" | low cost housing including Social Rented Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents |
| 2.5 | "Affordable Housing Contribution" | the sum of £800,000 (eight hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied towards the provision of a large family sized dwelling available for Social Rented Housing at 72 Delancey Street London |

NW1 7SA ("Delancey Street")(or such other unit/s of Affordable Housing as may be agreed by the Council in writing) OR in the event that Delancey Street is not secured then such contribution is to be applied towards the provision of Affordable Housing at another site to be located within the Regents Park, Camden Town with Primrose Hill, St Pancras and Somers Town, Bloomsbury or King's Cross wards:-

2.6 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.7 "the Application for Listed Building Consent" an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 30 June 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/3051/L subject to conclusion of this Agreement

2.8 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed

2.9 "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 impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no lasting adverse effects on the character or appearance of the Conservation Area features
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.10 "the Construction Phase"

the whole period between

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

2.11 "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

2.12 "the Crown Estate Paving Commission"

means the statutory body responsible for the management and repair of the roadways pavements and gardens around Regent's Park and hence Cambridge Terrace and whose regulations and restrictions from time to time relating to the use and enjoyment of the pavements, roadways and gardens adjacent to the Property are to be complied with

2.13 "the Development"

(i) Planning Permission

Change of use of 6-10 Cambridge Terrace and 1-2 Chester Gate from offices (Class B1) to 3 x dwellinghouses (Class C3), excavation of basement, alterations at roof level, including

rebuilding part of roof and installation of glazed sliding roof, lift overrun and rooflight to 6-10 Cambridge Terrace, rooflights on 1-2 Chester Gate and associated landscaping works to forecourt as shown on drawing numbers: .Site location plan; 639-1.001; 639-1.002; 639-1.003; 639-2.001; 639-2.002A; 639-2.003; 639-2.004; 639-2.005A; 639-2.006; 639-2.007; 639-2.008; 639-2.010; 639-2.011; 639-2.012; 639-2.013; 639-2.014; 639-2.015; 639-2.016; 639-2.020; 639-2.021; 639-2.022; 639-2.023; 639-2.024; 639-2.025; 639-2.026; 639-3.001A; 639-3.002; 639-3.003A; 639-3.004; 639-3.005; 639-3.006; 639-3.010; 639-3.011; 639-3.012; 639-3.013; 639-3.014; 639-4.001; 639-4.002; 639-4.003; 639-4.004; 639-4.010; 639-4.011; 639-4.012; 639-4.013; and Design and Access Statement by Moxley Architects dated June 2009 as amended 18/09/09 [including appendices 1-19].

(ii) Listed Building Consent

Excavation of basement, alterations at roof level, including rebuilding part of roof, installation of glazed sliding roof, lift overrun and rooflight to 6-10 Cambridge Terrace, rooflights on 1-2 Chester Gate, internal alterations to 6-10 Cambridge Terrace & 1-2 Chester Gate and associated landscaping works to forecourt all in connection with change of use of 6-10 Cambridge Terrace and 1-2 Chester Gate from offices (Class B1) to 3 x dwellinghouses (Class C3) as shown on drawing numbers Site location plan; 639-1.001; 639-1.002; 639-1.003; 639-2.001; 639-2.002A; 639-2.003; 639-2.004; 639-2.005A; 639-2.006; 639-2.007; 639-2.008; 639-2.010; 639-2.011; 639-2.012; 639-2.013; 639-2.014; 639-2.015; 639-2.016; 639-2.020; 639-2.021; 639-2.022; 639-2.023; 639-2.024; 639-2.025; 639-2.026;

- 639-3.001A; 639-3.002; 639-3.003A; 639-3.004; 639-3.005; 639-3.006; 639-3.010; 639-3.011; 639-3.012; 639-3.013; 639-3.014; 639-4.001; 639-4.002; 639-4.003; 639-4.004; 639-4.010; 639-4.011; 639-4.012; 639-4.013; and Design and Access Statement by Moxley Architects dated June 2009 as amended 18/09/09 [including appendices 1-19].
- 2.14 "the Employment Contribution"
- The sum of £87,500 (eighty seven thousand and five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of training and employment opportunities to residents in the London Borough of Camden.
- 2.15 "the External Development"
- that part of the Development comprised in the works to the exterior of the buildings forming the Property and to include any excavation works
- 2.16 "the Implementation Date"
- the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.17 "King's Cross Construction"
- the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
- 2.18 "Lifetime Home Standards"
- the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended

- from time to time) in order to provide accessible housing in the Development
- 2.19 "the Listed Building Consent" a listed building consent granted for the Development substantially in the draft form annexed hereto
- 2.20 "the Listed Structure Plan" A plan securing measures for the safe removal storage and re-instatement of any listed bollards, railings and lamp columns (the "Listed Structures") required for the carrying out of the Development including a a time frame for the re-instatement of the Listed Structures.
- 2.21 "Local Procurement Code" the code annexed hereto as the Second Schedule
- 2.22 "Occupation Date" the first date when any part of the Development is occupied but not including occupation by personnel engaged in construction, fitting out, marketing or security and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.23 "the Parties" mean the Council Her Majesty the Commissioners the Owner and the Mortgagee
- 2.24 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 June 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/3041/P subject to conclusion of this Agreement

- 2.25 "Planning Obligations Monitoring Officer"
- a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.26 "the Planning Permission"
- a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.27 "the Property"
- part of the land known as 6 to 10 Cambridge Terrace and 1 to 2 Chester Gate, London NW1 the same as is shown by red edging on drawing numbers 639-2.027, 028, 029, 030, 031, 032 and 033 (at scale 1:300) annexed hereto
- 2.28 "Registered Social Landlord"
- a registered social landlord registered as such by the Tenant Services Authority or successor bodies who has entered into an agreement with the Council to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.29 "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
- 2.30 "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

2.31 "Social Rented Housing"

Affordable Housing 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 Tenant Services Authority and successor bodies from time to time and (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 Social Landlord 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

2.32 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method: EcoHomes assessment with a target of achieving a Very Good or Excellent rating and attaining at least 25% of the credits in the Energy category and 70% of the credits in the Materials category and using reasonable endeavours to attain 60% of the credits in each of Energy and Water categories providing justification for any shortfall in meeting these targets to be carried out by a recognised independent verification body in respect of the Property such plan to also target a reduction in carbon energy emissions by 33% through the use of combined heat and power (CHP) and other approved initiatives.

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agrèement 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 and Commissioners as provided herein and against any person deriving title to any part of the Property from the Owner Her Majesty and the Commissioners and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 The Commissioners enter into this Agreement solely to give effect to the obligations and more particularly solely to consent to the enforcement of the obligations against the Owner's interest in the Property and any person deriving title from the Owner but for no other purpose and for the avoidance of any doubt the Commissioners' agreement to enter into this Agreement is without prejudice to the Commissioners' right to negotiate the terms on which the Development is to take place (for example, including but not limited to a licence for alterations, surrender and re-grant of the residential lease, payment of a premium) and shall not be deemed to constitute any consent in respect of the Development for which the Commissioners' consent is required.
- 3.3 The Commissioners agree to be bound by the terms of this Agreement only in the event that the Owner's interest in the Property is determined and if such event occurs the obligations on behalf of the Owner shall be taken to be obligations which are binding on the Commissioners as if such obligations were given by the Commissioners themselves ALWAYS PROVIDED THAT this Agreement shall be directly enforceable by the Council against any person deriving title to any part of the Property from Her Majesty in the event Her Majesty disposes of the same.
- 3.4 A covenant made by the Commissioners or implied on behalf of Her Majesty and Her Successors or the Commissioners is made or implied by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 as a body corporate without imposing liability in any personal or private capacity of any individual Commissioner acting on behalf of the Commissioners and so long only as the Property forms part of the Crown Estate save in relation to any antecedent breach prior to parting with such interest and with the effect from the date on which the Property ceases to form part of the Crown Estate such covenant shall be deemed to be made by the person from

time to time entitled to the Property and all liability on the part of Her Majesty and Her Successors or the Commissioners in respect of such covenants shall cease as from such date.

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

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 ADVERTISING CONSENT

- 4.1.1 Not to Implement nor allow Implementation of the External Development until an Application for Advertising Consent has been submitted and determined by the Council.

- 4.1.2 To ensure that throughout the carrying out of the External Development any hoarding and scaffolding shall not be erected and maintained otherwise than in strict adherence with Advertising Consent and not to permit the carrying out of any works comprised in building out the External Development at any time when hoarding and scaffolding is not erected and maintained in accordance with Advertising Consent and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required to remedy such non-compliance.

4.2 AFFORDABLE HOUSING CONTRIBUTION

- 4.2.1 On or prior to Implementation to pay the Council the Affordable Housing Contribution in full.
- 4.2.2 Not to Implement nor to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full

4.3 CAR CAPPED

- 4.3.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.3.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 above will remain permanently.
- 4.3.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.3.1 of this Agreement.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 The Owner has submitted to the Council for approval a draft Construction Management Plan.
- 4.4.2 The Owner covenants not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.4.3 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 impact on and disturbance to the surrounding environment and highway network.
- 4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.5 EMPLOYMENT CONTRIBUTION

- 4.5.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Employment Contribution.
- 4.5.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Employment Contribution.

4.6 LIFETIME HOME STANDARDS

- 4.6.1 The Owner has submitted to the Council plans for the proposed Development showing all residential units designed to meet as many of the Lifetime Homes

Standards as possible and the Council has approved the plans as demonstrated by written notice to that effect.

4.6.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.6.1 of this Agreement.

4.6.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the residential units have been built out in accordance with the plans referred to in clause 4.6.1 of this Agreement and meet as many of the Lifetime Homes Standards as possible.

4.7 LISTED STRUCTURE PLAN

4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Listed Structure Plan.

4.7.2 Not to Implement nor permit Implementation until the Listed Structure Plan has been approved by the Council as demonstrated by written notice to that effect

4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Listed Structure Plan as approved by the Council have been complied with.

4.7.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Listed Structure 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 Listed Structure Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required to remedy such non-compliance.

4.8 LOCAL EMPLOYMENT

4.8.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours (and in particular subject to the availability of the skilled crafts required to carry out the Development of these listed buildings to the highest standards) to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

4.8.2 In order to facilitate compliance with the requirements of sub-clause 4.8.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) shall use all reasonable endeavours to 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;
- b) King's Cross Construction 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 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 and employed during the Construction Phase.

4.8.3 During the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically to use all reasonable endeavours to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.9 LOCAL PROCUREMENT

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

4.9.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of

tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

- 4.9.3 To ensure that throughout the Construction Phase the Development 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 upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.10 SUSTAINABILITY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.10.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.10.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.10.4 Following the Occupation Date the Owner shall use all reasonable endeavours to manage and occupy the Development in accordance with the Sustainability Plan as approved by the Council from time to time and upon written notice from the Council giving reasons why the Council considers that the Sustainability Plan has not been complied with the Owner shall use reasonable endeavours to remedy such non-compliance.

4.11 IMPLEMENTATION

- 4.11.1 Not to Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the Owner has demonstrated to the Council's satisfaction that Cancer Research UK (or anyone deriving Title from Cancer Research UK) has ceased to have any legal or equitable interest in the Property and has permanently vacated the Property
- 4.11.2 Not to permit Cancer Research UK (or anyone deriving Title from Cancer Research UK) to make any alterations to the Property which will Implement the Planning Permission without Cancer Research UK (or anyone deriving Title from Cancer

Research UK) first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2009/3041/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 jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Payment of the contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council by either (a) 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 ZM916ZL065 or (b) 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 and in either case the Owner shall also inform the Commissioners that such payment has been made.

5.6 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.

5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 3 % 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,

than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 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. **DECISIONS BY THE COUNCIL**

- 8.1 The Council agrees to act reasonably in exercising its discretion and discharging its functions under this Agreement and in particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of this Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation

9. **INDEMNITY**

- 9.1 In consideration of the Commissioners entering into this Agreement the Owner hereby covenants with the Commissioners to observe and perform the obligations herein contained and to indemnify and keep fully indemnified Her Majesty and Her Successors and the Commissioners and their successors from and against all actions proceedings demands costs claims or other liabilities whatsoever arising directly or indirectly by reason of any breach or non-compliance with any condition or obligation or covenant contained within this Agreement or by reason of the Commissioners covenanting with the Council in the terms set out in the Agreement.
- 9.2 The Owner covenants with the Commissioners that prior to any disposal of its interest in the Property it shall procure that the disponent enters into a deed of indemnity with and in favour of the Commissioners in the same terms as those which are set out at clause. 9.1

10. **RIGHTS OF THIRD PARTIES**

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 2009/3041/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 titles to the Property and will furnish the Council forthwith on written demand with official copies of such titles to show the entry of this Agreement in the Charges Register of the titles 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 Her Majesty the Commissioners 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

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

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

THE OFFICIAL SEAL OF THE
CROWN ESTATE COMMISSIONERS
was hereto affixed
and authenticated by:-

)
)
)

Alan Meakin
Authorised by the Crown Estate Commissioners

EXECUTED AS A DEED BY
CAMBRIDGE TERRACE
DEVELOPMENTS LIMITED
acting by a Director and its Secretary
or by two Directors

)
)
)
)
)

Director

Director/Secretary

PRESENT when the Common Seal
~~EXECUTED AS A DEED~~
of BY IRISH NATIONWIDE
BUILDING SOCIETY
By an Authorised Signatory
in the presence of:- *was affixed hereto*

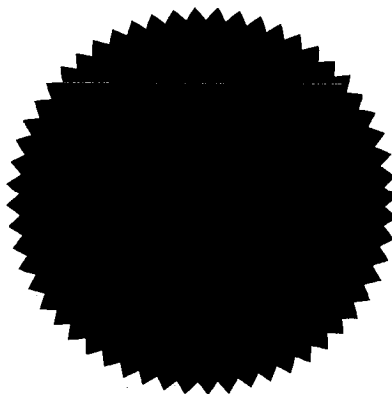
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SUZANNE NEALE
Solicitor & Law Agent for INBS
Irish Nationwide Building Society
Nationwide House
Grand Parade, Dublin 6.

For
IRISH NATIONWIDE BUILDING SOCIETY

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

.....
Authorised Signatory



THE FIRST SCHEDULE

Construction Management Plan

Highway Measures

A CMP 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 CMP should cover both demolition and construction phases of development. Details of the CMP 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 CMP should demonstrate that the following has been considered and where necessary the impacts mitigated:

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

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

- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft CMP 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 CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your CMP takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.
- v) The CMP 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 CMP does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE SECOND 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 Unitary Development Plan (adopted June 2006). 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

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).

2.2.1 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.

Montagu Evans LLP
6-12 Clarges House
Clarges Street
London
W1J 8HB

Application Ref: **2009/3051/L**

11 November 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

6-10 Cambridge Terrace and 1-2 Chester Gate
London
NW1

Proposal:

DECISION
Excavation of basement alterations at roof level including rebuilding part of roof, installation of glazed sliding roof, lift overrun and rooflight to 6-10 Cambridge Terrace, rooflights on 1-2 Chester Gate, internal alterations to 6-10 Cambridge Terrace & 1-2 Chester Gate and associated landscaping works to forecourt all in connection with change of use of 6-10 Cambridge Terrace and 1-2 Chester Gate from offices (Class B1) to 3 x dwellinghouses (Class C3).

Drawing Nos: Site location plan; 639-1.001; 639-1.002; 639-1.003; 639-2.001; 639-2.002A; 639-2.003; 639-2.004; 639-2.005A; 639-2.006; 639-2.007; 639-2.008; 639-2.010; 639-2.011; 639-2.012; 639-2.013; 639-2.014; 639-2.015; 639-2.016; 639-2.020; 639-2.021; 639-2.022; 639-2.023; 639-2.024; 639-2.025; 639-2.026; 639-3.001A; 639-3.002; 639-3.003A; 639-3.004; 639-3.005; 639-3.006; 639-3.010; 639-3.011; 639-3.012; 639-3.013; 639-3.014; 639-4.001; 639-4.002; 639-4.003; 639-4.004; 639-4.010; 639-4.011; 639-4.012; 639-4.013; and Design and Access Statement by Moxley Architects dated June 2009 as amended 18/09/09 [including appendices 1-19].

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

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

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

Condition(s) and Reason(s):

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 All new external and internal works and finishes and works of making good to the retained fabric, shall match the existing adjacent work with regard to the methods used and to material, colour, texture and profile, unless shown otherwise on the drawings or other documentation hereby approved or required by any conditions attached to this consent.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

a) Plans, elevations and sections of all new windows at a scale of 1:10 with typical glazing bar details at a scale of 1:1.

b) Samples and manufacturers details of all facing materials for the new section of mansard roof to be installed on Nos.6-10 Cambridge Terrace are to be provided on site and (once approved in writing by the Council) retained on site during the course of the works.

c) Plans, elevations and sections of all new doors to be installed in Nos. 1 & 2 Chester Gate at a scale of 1:10, with typical moulding and architrave details at a scale of 1:1.

d) Full scale samples or sectional drawings of all new cornices and skirting to Nos. 1 & 2 Chester Gate at a scale of 1:1, this should be accompanied by corresponding floor plans; and

e) Plans, elevations, sections and materials of all new fireplaces to be installed Nos. 1 & 2 Chester Gate, this should be accompanied by a corresponding floor plans.

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the

building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 No new plumbing, pipes, soil stacks, flues, vents or ductwork shall be fixed on the external face of the building unless shown on the drawings hereby approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 No new grilles, security alarms, lighting, cameras or other appurtenances shall be fixed on the external faces of the building unless shown on the drawings hereby approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 The works hereby approved are only those specifically indicated on the drawing(s) referred to above.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policy B6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting listed building consent

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policy B6 (listed buildings). For a more detailed understanding of the reasons for the granting of this listed building consent, please refer to the officers report

- 2 You are reminded that any internal works of alteration or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.

Yours faithfully

Culture and Environment Directorate

Montagu Evans LLP
6-12 Clarges House
Clarges Street
London
W1J 8HB

Application Ref: **2009/3041/P**

12 November 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

6-10 Cambridge Terrace and 1-2 Chester Gate
London
NW1

Proposal:

DECISION
Change of use of 6-10 Cambridge Terrace and 1-2 Chester Gate from offices (Class B1) to 3 x dwellinghouses (Class C3); excavation of basement; alterations at roof level, including rebuilding part of roof and installation of glazed sliding roof, lift overrun and rooflight to 6-10 Cambridge Terrace, rooflights on 1-2 Chester Gate and associated landscaping works to forecourt.

Drawing Nos: Site location plan; 639-1.001; 639-1.002; 639-1.003; 639-2.001; 639-2.002A; 639-2.003; 639-2.004; 639-2.005A; 639-2.006; 639-2.007; 639-2.008; 639-2.010; 639-2.011; 639-2.012; 639-2.013; 639-2.014; 639-2.015; 639-2.016; 639-2.020; 639-2.021; 639-2.022; 639-2.023; 639-2.024; 639-2.025; 639-2.026; 639-3.001A; 639-3.002; 639-3.003A; 639-3.004; 639-3.005; 639-3.006; 639-3.010; 639-3.011; 639-3.012; 639-3.013; 639-3.014; 639-4.001; 639-4.002; 639-4.003; 639-4.004; 639-4.010; 639-4.011; 639-4.012; 639-4.013; and Design and Access Statement by Moxley Architects dated June 2009 as amended 18/09/09 [including appendices 1-19].

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

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

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

Condition(s) and Reason(s):

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

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

- 2 Prior to first occupation of the development the refuse and recycling storage facilities shown on the drawings hereby approved shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained as such thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Prior to commencement of the development an acoustic report including full details of any proposed noise mitigation measures which demonstrates that resultant indoor noise levels will be below British Standard 8233, shall be submitted to and approved by the Council in writing. The development shall not be carried out otherwise than in accordance with any approval given and shall be maintained and retained as such thereafter.

Reason: To safeguard the amenities of the occupiers of the proposed development in accordance with the requirements of policies SD6, SD7B and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Reason: To safeguard the appearance the special character and historic interest of the building and the character and appearance of the conservation area in accordance with the requirements of policies B1, B3, B6 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Prior to first occupation of the development the cycle storage facilities shown on the drawings hereby approved shall be provided in their entirety. The cycle storage shall be permanently maintained and retained as such thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 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 to the satisfaction of the Council in accordance with the Tree Report by Simon Jones Associates including drawing no. SJA TPP 01 (appendix 16).

Reason: To ensure that the Council may be satisfied 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 N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 All hard and soft landscaping works shall be carried out to a reasonable standard 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 Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting permission

The application site is formed of a number of grade II and grade I listed buildings which are all currently in use as office accommodation. The current occupiers are due to vacate shortly and there is a surplus of second-hand office accommodation in this location. In view of this it is proposed to convert the buildings to residential accommodation. The proposed change of use is welcomed in land use and historic building terms.

The proposal triggers the requirement for affordable housing. There are genuine difficulties in providing this on-site and the alternative provision of off-site affordable housing in the form of a large family sized unit is fully supported by the Housing Department.

The proposal includes quite substantial works at basement and roof level, but because of the buildings history there will be no loss of historic fabric. Although the excavation proposed is extensive, the effect on the character and appearance of the conservation area will be minimal as it does not manifest itself externally. The opportunity to re-design the layout of gardens to a form that it is more historically accurate is welcomed. The loss of a number of trees is obviously regrettable, but given their limited amenity value and the provision of suitable replacement planting this is considered to be acceptable.

The new accommodation has been appropriately designed in terms of size,

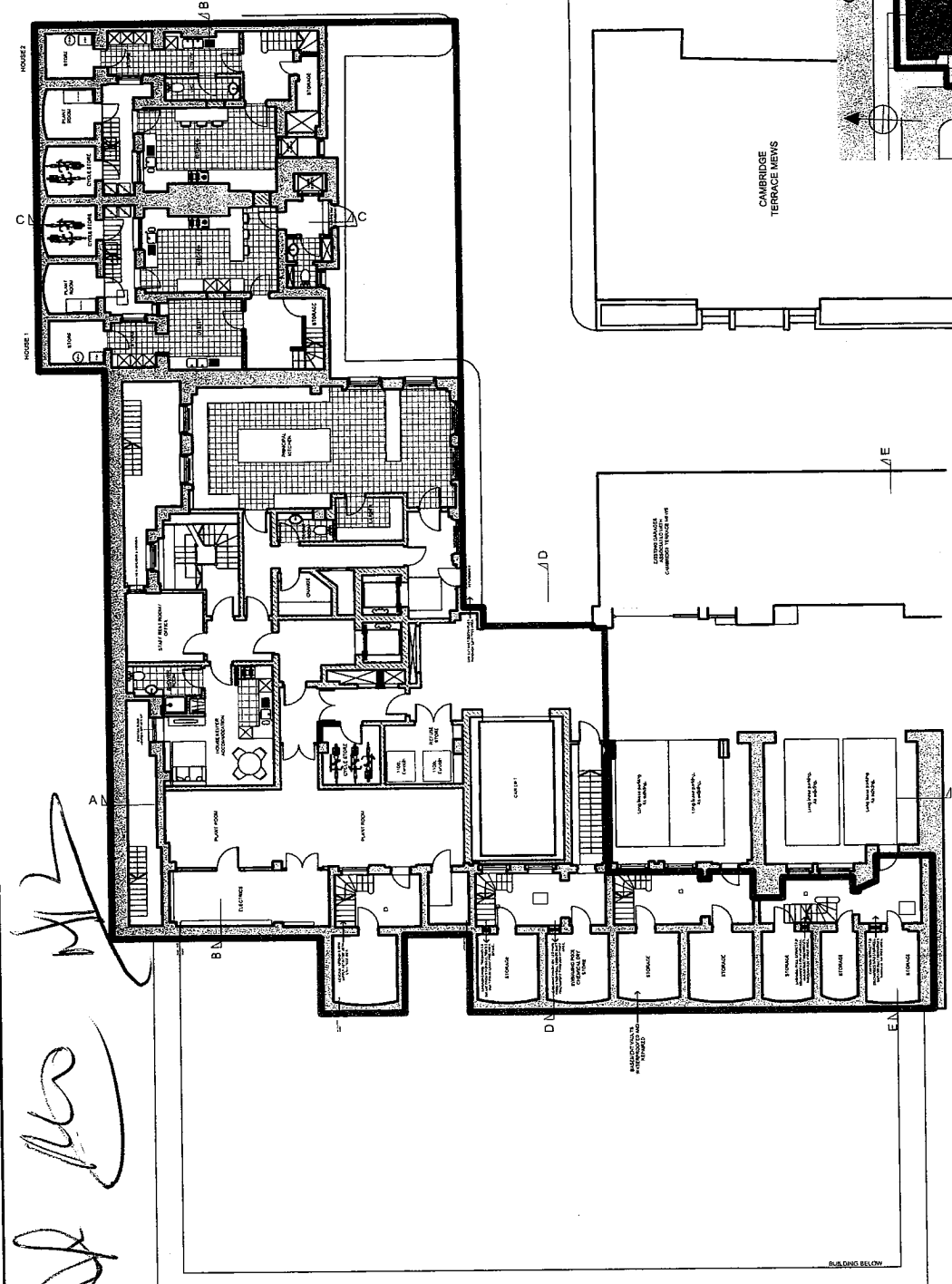
accessibility and access to facilities such as refuse and cycle storage. The provision of car parking to one of the units is contrary to policy, but in view of the particular circumstances of this site and that the Council cannot control on-street parking in the vicinity of the site this is considered to be acceptable. The proposed development has been designed with sustainability in mind and incorporates low carbon and renewable energy technologies. A contribution towards employment training for young unemployed people in the area is welcome

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 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 020 7932 5800.

Yours faithfully

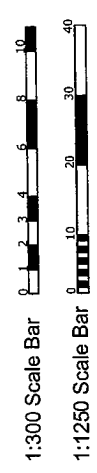
Culture and Environment Directorate

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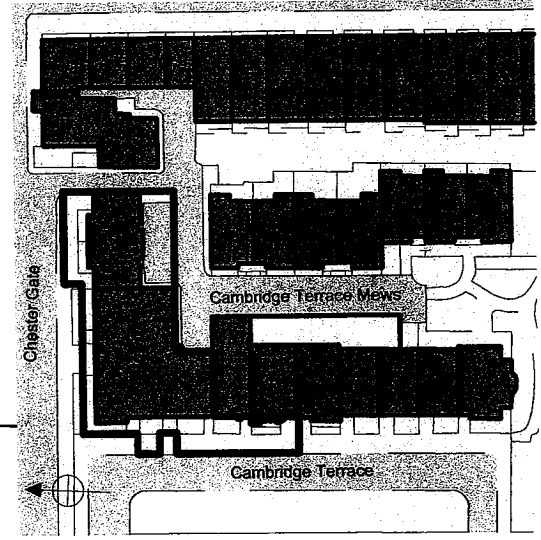


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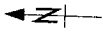
KEY:
 Red line- boundary
 of proposals under
 applications ref.
 2009/3041/P &
 2009/3051/L



PLANNING			
CLIENT	Cambridge Terrace Developments Ltd	DATE	Oct 2009
JOB	6-10 Cambridge Terrace & Chester Gate	SCALE	1:1250 @ A4
LOCATION	Regents Park London NW1	DRAWN BY	AM
DRAWING TITLE			
OUTLINE OF PROPOSALS- LOWER GROUND FLOOR			
MOXLEY ARCHITECTS LTD			
47 Clapham Road, London SW4 7TL			
Tel: 020 7720 8868			
Fax: 020 7627 2533			
info@moxley.co.uk			
DRAWING NO			639-2.028
DATE			
BY			
CHECKED			
APPROVED			

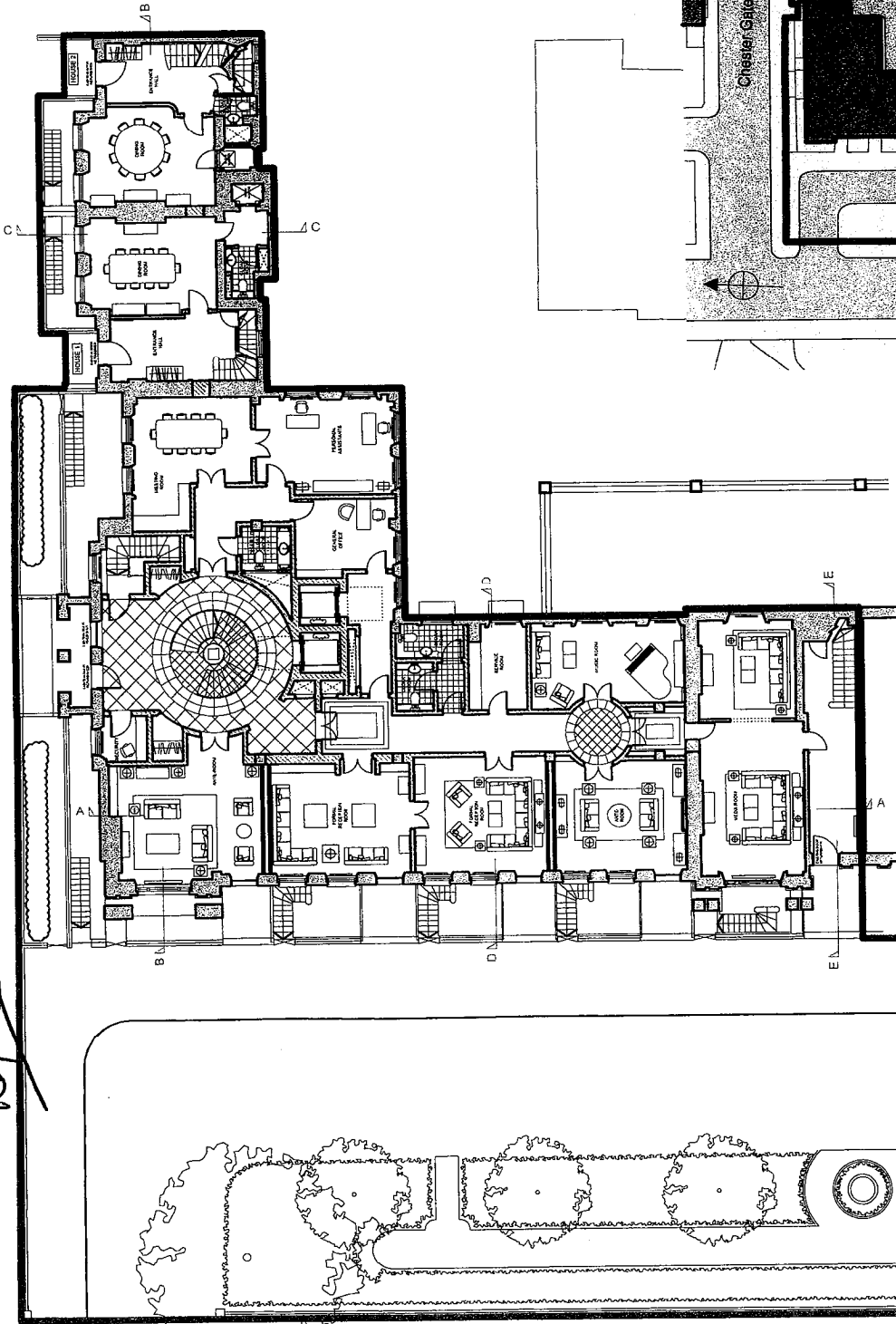


Scale 1:1250



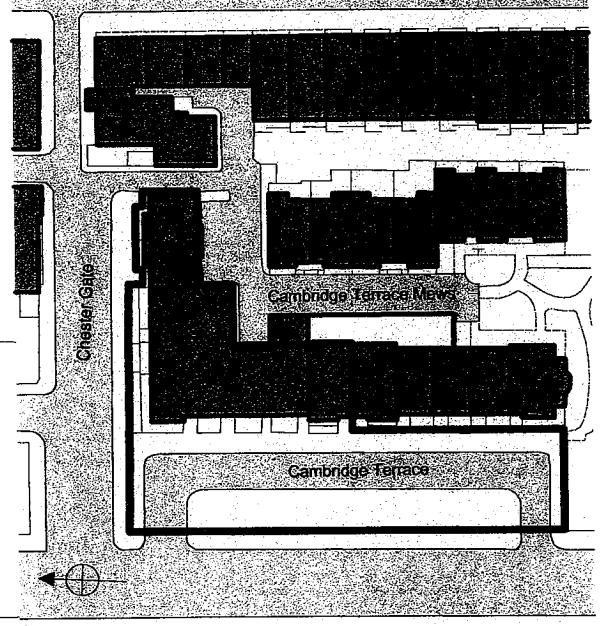
KEY:

Red line- boundary
of proposals under
applications ref.
2009/3041/P &
2009/3051/L



1:300 Scale Bar

1:1250 Scale Bar



1:1250 Scale Bar

PLANNING

CLIENT: Cambridge Terrace Developments Ltd
JOB: 6-10 Cambridge Terrace & Chester Gate
Regents Park
London NW1

DRAWING TITLE:
OUTLINE OF PROPOSALS-
GROUND FLOOR

SCALE: 1:300 & 1:1250 @ A4
DATE: Oct 2009
DRAWN BY: AM
MOXLEY ARCHITECTS LTD.
47 Clapham High Street, London SW4 7TL
Tel: 020 7720 8958
Fax: 020 7527 2533
info@moxley.co.uk

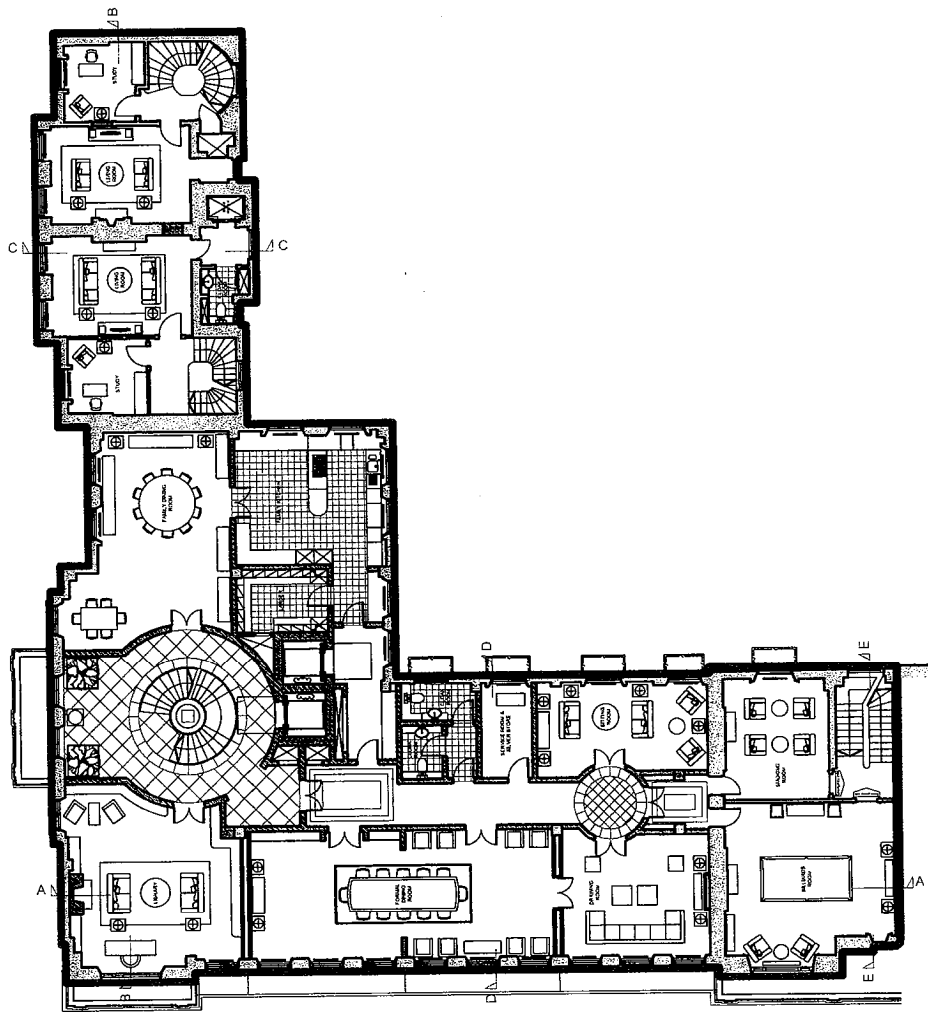
DRAWINGS: 639-2.029
FILE:

Handwritten signature



KEY:

Red line- boundary
of proposals under
applications ref.
2009/3041/P &
2009/3051/L

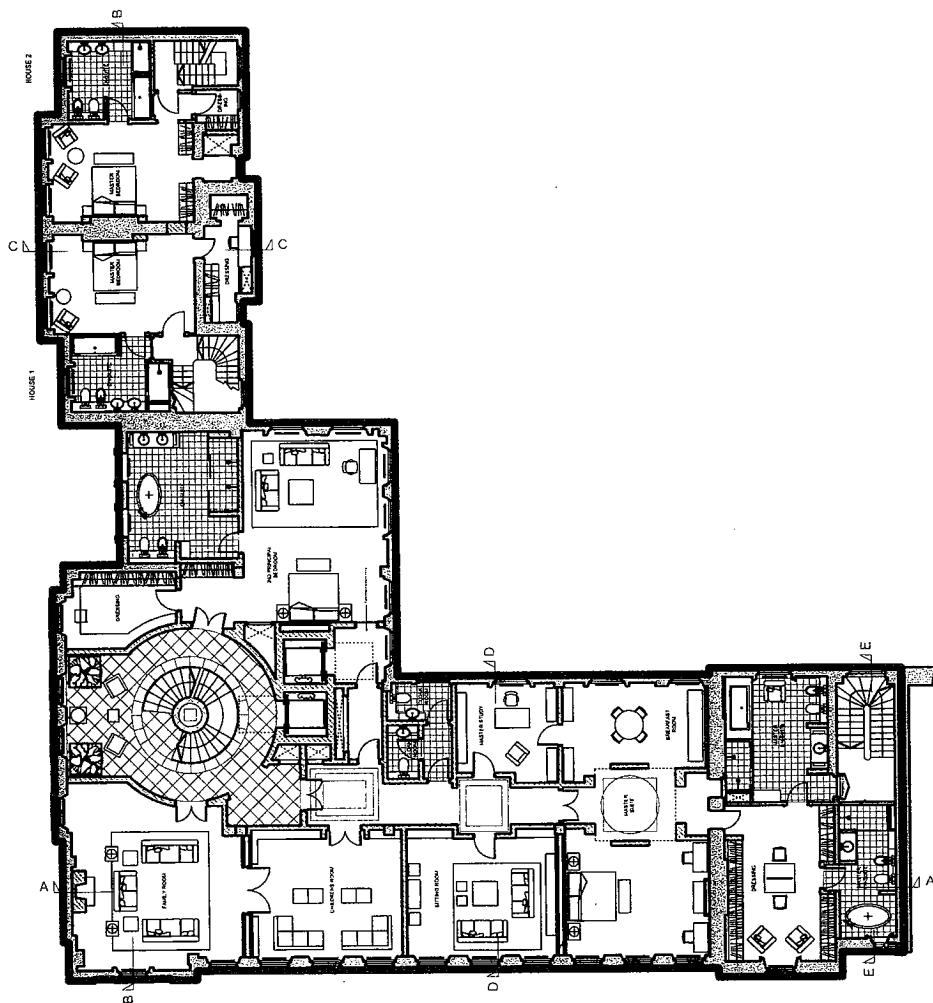


Scale Bar 0 1 2 3 4 6 8 10

PLANNING	
CLIENT:	Cambridge Terrace Developments Ltd
JOB:	6-10 Cambridge Terrace & Chester Gate Regents Park London NW1
DATE:	11/30/09/A41
BY:	AM
COMMENTS:	
REVISION NOTES:	
DRAWING TITLE:	OUTLINE OF PROPOSALS- FIRST FLOOR
SCALE:	1:300@A41
DATE:	Oct 2009
DRAWN BY:	AM
CHECKED BY:	
DATE:	
PROJECT:	MOXLEY ARCHITECTS LTD. 47 Clapham High Street, London SW4 7TL Tel: 020 7291 8953 Fax: 020 7291 8953 Email: info@moxley.co.uk
DRAWING NO:	639-2.030
DATE:	

A horizontal number line with an arrow pointing to the left. A vertical tick mark is labeled '0'. To the left of the origin, there is a point labeled 'z'.

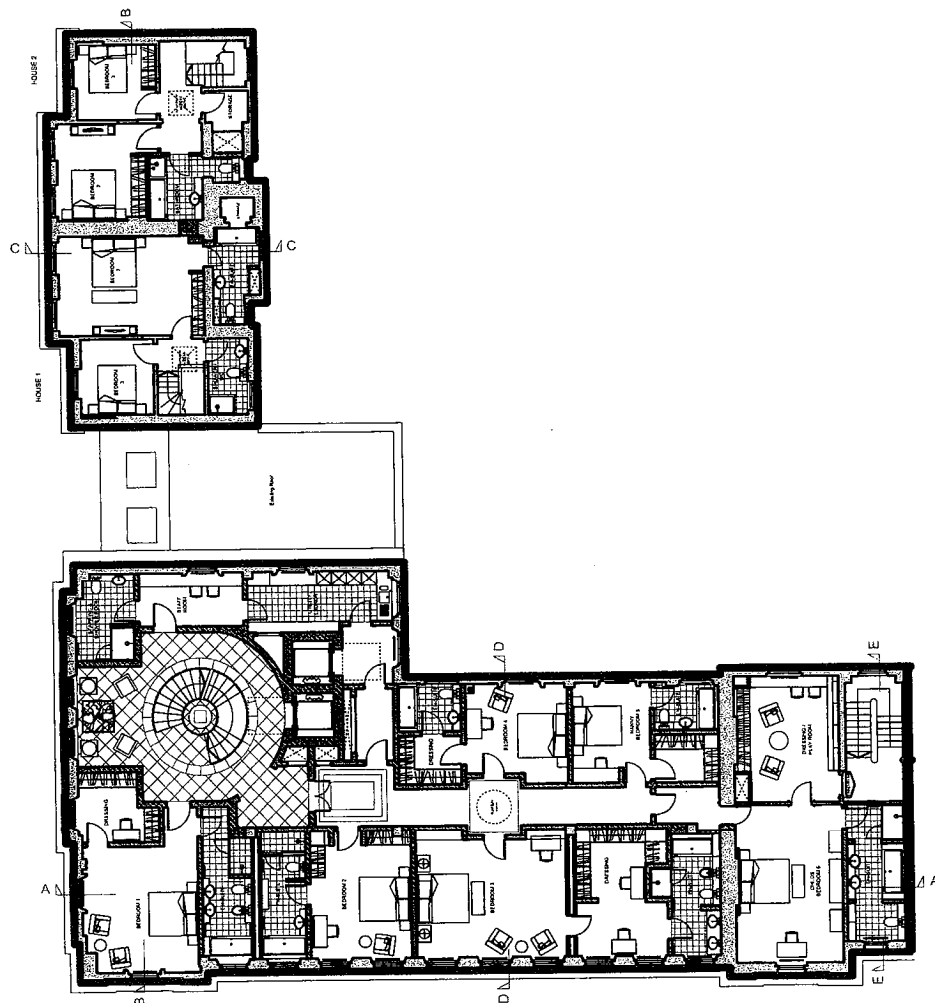
Red line- boundary
of proposals under
applications ref.
2009/3041/P &
2009/3051/L



Scale Bar

[illegible]

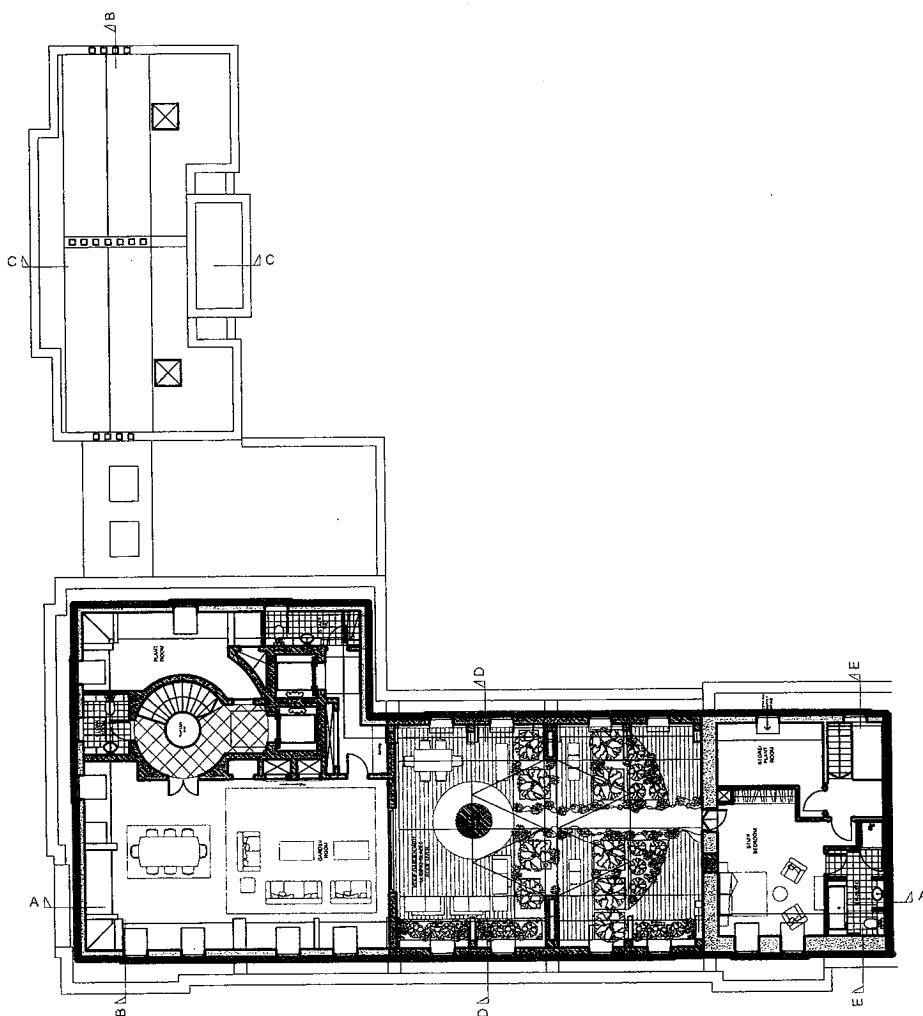
Red line- boundary of proposals under applications ref. 2009/3041/P & 2009/3051/L



Scale Bar

[illegible]

Red line- boundary
of proposals under
applications ref.
2009/3041/P &
2009/3051/L



Scale Bar

[illegible]

DATED: 7TH SEPTEMBER 2010

(1) HER MAJESTY THE QUEEN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) CAMBRIDGE TERRACE DEVELOPMENTS LIMITED

and

(4) IRISH NATIONWIDE BUILDING SOCIETY

and

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

A G R E E M E N T

relating to land known as

6-10 CAMBRIDGE TERRACE AND 1-2 CHESTER GATE, LONDON, NW1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 6007
Fax: 020 7974 2962

Doc Ref: g:\case files\culture & env\planning\jenny lunn\section 106 agreements\cambridge
terrace\s106 v final.doc

CLS/COM/JL /1685.268
Vfinal