

DATED 12 September 2011

**(1) REGENT'S PARK ESTATES (GP) LIMITED and
REGENT'S PARK (NOMINEES) LIMITED**

and

(2) DEUTSCHE POSTBANK AG

and

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

A G R E E M E N T
relating to land known as
TWYMAN HOUSE
31-39 CAMDEN ROAD and
10-16 (EVEN NUMBERS) BONNY STREET
LONDON NW1 9LR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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G:\case files\culture & env\planning\Imm/s106 Agreements/Twyman House
(AH, CF, CMP, EC, EE&REP, HCC, HC, LP, POSC, SMP, SP)
CLS/COM/LMM/1685.1064
s106 21.09.11 FINAL



THIS AGREEMENT is made the 12 day of September 2011

B E T W E E N:

- A. **REGENT'S PARK ESTATES (GP) LIMITED** (incorporated in the Isle of Man) and **REGENT'S PARK (NOMINEES) LIMITED** (incorporated in the Isle of Man) both of Forte Anne Douglas Isle of Man IM1 5PD and whose address for service in the United Kingdom is care of CIT Group PLC 7 Curzon Street London W1J 5HG (hereinafter called "the Owner") of the first part
- B. **DEUTSCHE POSTBANK AG** (incorporated in Germany) of 61 Queen Street London EC4R 1AF and whose address for service in the United Kingdom is 61 Queen Street aforesaid (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part
1. **WHEREAS**
- 1.1 The Owner is registered at the Land Registry as the freehold and leasehold proprietor with Title absolute of the Property under Title Numbers LN41108, 228379, 235262 and NGL513155 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold and leasehold 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 June 2011 and the Council resolved to grant permission conditionally under reference number 2011/2072/P subject to conclusion of this legal Agreement.

- 1.4 A Conservation Area Consent Application for the development of the Property was submitted to the Council and validated on 23 June 2011 and the Council resolved to grant consent conditionally under reference number 2011/2073/C.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge dated 26 February 2010 registered under Title Numbers LN41108, 228379, 235262 and NGL513155 under charge reference NGL858193 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 Accessible Accommodation Plan" a plan securing the following:-
- (a) the provision of the Wheelchair Units including location within the Development;
 - (b) measures to ensure the three Disabled Parking Bays are allocated for exclusive use of the occupiers of the Wheelchair Units only;

(c) measures to ensure the Development is easily accessible residents and visitors to the Development who are wheelchair users; and

(d) principles of inclusive design inform and are fully integrated within the Development

2.2 "the Act"

the Town and Country Planning Act 1990 (as amended)

2.3 "Affordable Housing"

low cost housing including Social Rented Housing and Shared Ownership 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

2.4 "Affordable Housing Units"

the seven Shared Ownership Housing Units and six Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.5 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.6 "the Bonny Street Access Plan"

a plan securing a means of access from the Development to Bonny Street through the security gate for vehicles shown marked "A" and through the security gate for pedestrians shown marked "B" on Plan 6 for the current and any future occupants of the properties located within 6 8 12 12A 12B 14 and 14A Bonny Street

2.7 "the Canal Plan"

a plan managing the relationship between the canal and the Development to be submitted by the Owner to be approved by the Council in consultation with British Waterways (or any successor body) setting out the following:-

- (a) details of the proposed design of the external access stair shown edged red on Plan 7 to the canal from the Development incorporating design measures that ensure mitigation of anti social behaviour and compliance with the Equalities Act 2010 and the Disability Discrimination Act 1995 and 2005 where applicable; and
- (b) a package of measures to be adopted by the Owner for the management of public access to the access stair to the canal (although not so as to create any public highway rights) at no cost to the public incorporating (but not limited to) the following elements:-
 - (i) the methods of safe public access;
 - (ii) the methods of maintenance waste control cleaning and upkeep; and
 - (iii) a mechanism for review and amendment as required from time to time
- (c) a package of measures to be adopted by the Owner to ensure the towpath adjoining the Development (including the grass verge) is maintained cleaned and kept clear of any rubbish and waste; and

(d) measures to ensure the landscaping of the Development shall not adversely affect the ecology of the Grand Union/Regents Canal

2.8 "the Canal Works"

shall mean:-

(a) works to create the access stair from Camden Road to the towpath; and

(b) the towpath landscaping;

2.9 "the Car Club Plan"

a plan securing car club membership for each occupant of the Development with City Car Club (or any subsequent operator) with a view to allow occupants of the Development access to the vehicle occupying the two car club vehicles in close proximity to the Development located in St Pancras Way and Lyme Street respectively the plan should include the following:-

(c) a mechanism to ensure first occupiers and any further occupiers of the Development thereafter are offered membership unless the occupant expressly declines membership;

(d) a mechanism for the membership to cease five years after the Development is fully occupied should the Owner decide that the cost is prohibitive; and

(e) in the event the Owner ceases providing membership to City Car Club in accordance with (b) above it shall provide all new occupants of the

Development with information on local car club operators including the locations of the closest on-street bays

- 2.9 "the Conservation Area Consent Application" an application for Conservation Area Consent in respect of the development of the Property submitted to the Council and validated on 23 June 2011 for which a resolution to grant consent has been passed conditionally under reference number 2011/2073/C
- 2.9 "the Conservation Area Consent" a conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.10 "the Certificate of Practical Completion" the certificate issued by the Owner's architect or project manager certifying that the Development has been completed
- 2.11 "the Community Facilities Contribution" the sum of £110,740 (one hundred and ten thousand seven hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of existing community facilities in the vicinity of the Property
- 2.12 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Building and the construction of the Development using good site practices in accordance with the Council's Considerate

Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

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

businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.13 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Building

2.14 "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

2.15 "the Development"

(i) Planning Permission
redevelopment of the site to include conversion of Pulse House, demolition of Twyman House and the erection of a part 4/7/8 storey building including lower ground level comprising 54 residential units (Use Class C3) (16 x one bed

20 x two bed 15 x three bed and 3 x four bed) 96 square metres of either retail/professional & financial services/cafe (Use Classes A1/A2/A3) at part lower ground floor level fronting canal and 111 square metres of retail/cafe use at part ground floor level fronting Camden Road with associated hard and soft landscaping, cycle storage and 3 x disabled car parking bays off Bonny Street as shown on drawing numbers

P_00_G100_001A	Location	Plan;
P_00_JA12_001A;		P_00_JA12_002A;
7780/02A;	7780/03C;	7780/04B;
7780/05;	7780/06;	7780/07;
7780/08;	7780/10;	7780/11;
7780/09;	E_S_JA12_001A;	E_E_JA12_001A;
E_S_JA12_002A;		E_E_JA12_002A;
P_LG_G200_001B;		P_00_G200_001B;
P_01_G200_001C;		P_02_G200_001B;
P_03_G200_001A;		P_04_G200_001A;
P_05_G200_001B;		P_06_G200_001B;
P_RF_G200_001B;		P_LG_G200_002B;
P_00_G200_002C;		P_01_G200_002C;
P_02_G200_002B;		P_03_G200_002A;
P_04_G200_002A;		P_05_G200_002B;
P_06_G200_002B;		P_RF_G200_002B;
P_LG_G200_003B;		P_00_G200_003C;
P_01_G200_003C;		P_02_G200_003B;
P_03_G200_003A;		P_04_G200_003A;
P_05_G200_003B;		P_06_G200_003B;
P_RF_G200_003B;		E_N_G200_001B;
E_NE_G200_001C;		E_S_G200_001C;
E_E_G200_001B;		E_W_G200_001B;
E_N_G200_003B;		E_NE_G200_003C;
E_S_G200_003C;		E_E_G200_003B;
E_W_G200_003B;		D_AL_G251_001B;
D_AL_G251_002B;	BD_E_AL_G200_001B;	
S_AA_G200_001B;	S_BB_G200_001B;	

S_CC_G200_001B; S_DD_G200_001B;
 S_AA_G200_002B; S_BB_G200_002B;
 S_CC_G200_002B; S_DD_G200_002B;
 S_AA_G200_003B; S_BB_G200_003B;
 S_CC_G200_003B; S_DD_G200_003B;
 BC_P_00_D811_001A; BB_P_01_D811_002C;
 BC_P_01_D811_001C; BC_P_01_D811_002B;
 Design and Access Statement 30 August 2011;
 Construction Management Plan; Structural
 Concept Report & Desktop Study; Energy
 Strategy; Code for Sustainable Homes Pre-
 Assessment; Statement of Community
 Involvement; Transport Statement;
 Archaeological Study; Acoustic Report; Daylight
 / Sunlight Report; Internal Daylight and
 Overshadowing Report dated 25 August 2011;
 Air Quality Assessment; Arboriculture Report;
 Ecology Report; Code for Sustainable Homes
 Ecology Report; Landscape Report; Townscape
 Document; Lifetime Homes Schedule 2010;
 Flood Risk letter; Sustainability Statement dated
 June 2011. (All dated April 2011 unless
 otherwise specified).

(ii) Conservation Area Consent

demolition of Twyman House in connection with
 the redevelopment of the site to provide a part
 4/7/8 storey building including lower ground level
 comprising 54 residential units (Use Class C3)
 (16 x one bed 20 x two bed 15 x three bed and 3
 x four bed) 96 square metres of
 retail/professional and financial services/cafe
 (Use Classes A1/A2/A3) at part lower ground
 floor level fronting canal and 111 square metres
 of retail/cafe use at part ground floor level
 fronting Camden Road with associated hard and

soft landscaping cycle storage and 3 x disabled car parking bays off Bonny Street as shown on drawing numbers P_00_G100_001A Location Plan; P_00_JA12_001A; P_00_JA12_002A; 7780/02A; 7780/03C; 7780/04B; 7780/05; 7780/06; 7780/07; 7780/08; 7780/10; 7780/11; 7780/09; E_S_JA12_001A; E_E_JA12_001A; E_S_JA12_002A; E_E_JA12_002A.

- 2.16 "Deferred Affordable Housing Contribution" the sum of £4,466,575 (four million four hundred and sixty six thousand five hundred and seventy five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.17 "Deficit" a negative figure or figure of zero produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £4,050,000 (four million and fifty thousand pounds)
- 2.18 "the Disabled Parking Bays" the three disabled parking bays within the Development accessed from Bonny Street to be allocated for the use of the occupiers of the Wheelchair Units and no other occupier or visitor to the Development shown outlined in red on Plan 5
- 2.19 "the Education Contribution" the sum of £128,342 (one hundred and twenty eight thousand three hundred and forty two pounds) to be paid by the Owner to the Council

in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising within the vicinity of the Property

2.20 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled *Twyman House Energy Strategy* dated 7 June 2011 by RES Part of Long and Partners;
- (b) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use Reasonable Endeavours to target a reduction of at least 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the

Development's heating cooling and the hours of use of plant;

- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (h) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.21 "the Existing Building" the Twyman House sited on the Property as at the date of this Agreement.

2.22 "the Highways Contribution" the sum of £30,000 (thirty 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 carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the following:-

(a) repaving the footway adjacent to the Property on Camden Road and Bonny Street;

(b) environmental improvements adjacent to the Property; and

(c) 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

2.23 "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, site or soil investigations, ground investigations, site survey and the erection of hoardings and fences and for the avoidance of doubt the demolition of the Existing Buildings shall be considered a material operation and references to "Implementation" and "Implement" shall be construed accordingly

- 2.24 "King's Cross Construction" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.25 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.26 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.27 "Occupation Date" the date when any part of the Development is occupied but shall not include occupation for the purposes of construction or fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.28 "the Parties" mean the Council the Owner and the Mortgagee
- 2.29 "Plan 1" the plan marked "Plan 1" annexed hereto showing the Property
- 2.30 "Plan 2" the plans marked "Plan 2a" and "Plan 2b" annexed hereto showing the Shared Ownership Units

- 2.31 "Plan 3" the plans marked "Plan 3a" "Plan 3b" and "Plan 3c" annexed hereto showing the Social Rented Units
- 2.32 "Plan 4" the plans marked "Plan 4a" "Plan 4b" and "Plan 4c" annexed hereto showing the Wheelchair Units
- 2.33 "Plan 5" the plan marked "Plan 5" annexed hereto showing the Disabled Parking Bays
- 2.34 "Plan 6" the plan marked "Plan 6" annexed hereto showing the security gates on Bonny Street
- 2.35 "Plan 7" the plan marked "Plan 7" annexed hereto showing the stair access to the canal
- 2.35 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 23 June 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/2072/P subject to conclusion of this Agreement
- 2.36 "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
- 2.37 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

2.38 "the Post Construction Viability Assessment"

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 in April 2011 (entitled *Affordable Housing Economic Appraisal*) 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 in April 2011 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 in April 2011 entitled *Affordable Housing Economic Appraisal* showing the residual value of the Development as £4,050,000;
- (d) receipted invoices; certified costs; certified copies of sales contracts; and best

estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

- (e) a solicitors certification confirming the sales of Private Residential Units were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the Private Residential Units;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees; or
 - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;
- (g) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;
- (h) any further information the Council acting reasonably requires

- 2.39 "the Property" the land known as Twyman House 31-39 Camden Road and 10-16 (even numbers) Bonny Street London NW1 9LR the same as shown shaded green on Plan 1
- 2.40 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.41 Registered Provider a registered provider of Affordable Housing registered as such by the Regulator
- 2.42 "Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation
- 2.43 "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
- 2.44 "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
- 2.45 "Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of deliveries and servicing to the Property securing the minimisation of conflicts between service vehicles and car and pedestrian movements and the minimisation of damage to

amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person(s) responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;

- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;
- (j) details of arrangements for refuse storage and servicing; and
- (k) 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

2.46 "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

2.47 "Shared Ownership Housing"

where the Owner ensures the Shared Ownership Units are provided on a Shared Ownership basis and:-

- (a) affordable to people who at the commencement of their occupancy are in need of housing in terms set out in paragraph 3.51 of the London Plan (subject to annual reviews); and
- (b) occupied on the basis of an initial equity share offer of at least 25 percent and a rent level of 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; and

- (c) available such that the total cost of any service and estate management charges meets targets set by the Homes and Communities Agency and successor bodies from time to time

2.48 "Shared Ownership Units"

the seven units of Shared Ownership Housing forming part of the Development comprising 6 x 1-bed and 1 x 3-bed units the same as shown edged in red on Plan 2

2.49 "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

- 2.50 "Social Rented Housing Units" the six units of Social Rented Housing forming part of the Affordable Housing Units comprising 1 x 1-bed 2 x 2-bed and 3 x 4-bed units the same as shown edged in red on Plan 3
- 2.51 "Surplus" a positive figure produced from the Post Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £4,050,000 (four million and fifty thousand pounds)
- 2.52 "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 which shall:-
- (a) the incorporation of details contained in submission document entitled *Code for Sustainable Homes* dated June 2011 by Renewable Environmental Services
 - (b) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
 - (c) achieve at least Level 3 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out

by a recognised independent verification body in respect of the Property;

- (d) 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 and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (e) 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

2.53 "the Training and Employment Contribution"

the sum of £5,000 (five 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 to promote education and opportunities for jobs and employment to training within the London Borough of Camden

2.54 "Wheelchair Accessible Units"

the seven units within the Development that meet the minimum requirements of Part M of the Building Regulations 2000 as amended from time to time as shown edged red and marked as

B.1.1; B.1.2; C.1.1; C.1.2; C.2.1 C.2.2 and
C.G.2 on Plan 4

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, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission and the Conservation Area Consent on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 Any approval, agreement, consent, certificate or expression of satisfaction to be given by the Council under this Agreement shall not be unreasonably withheld or delayed.

3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.14 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 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.

4.1.2 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 Shared Ownership Housing as the case may be.

4.1.3 Not to occupy or allow occupation of any part of the Development until such time as:

- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
- (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

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 CONTRIBUTION**

4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.

4.2.2 To submit the Post Construction Viability Assessment to the Council for approval in writing either:-

(a) on the date of issue of the Certificate of Practical Completion; or

(b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for no less than thirty four private residential units (excluding Affordable Housing Units) and provides sufficient information to the Council to evidence the same.

4.2.3 Not to complete on the sale of more than thirty two private residential units (excluding Affordable Housing Units) until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing.

- 4.2.4 Upon the issue of the approval of the Post Construction Viability Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post Construction Viability Plan; and
 - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.
- 4.2.5 If the Assessment Certified Sum exceeds the payment made under clause 2.38(f) 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.
- 4.2.6 In the event the approved Post Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Affordable Housing Contribution or any part thereof.
- 4.2.7 In the event the Post Construction Viability Assessment shows a Surplus that is less than two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Deferred Affordable Housing Contribution.
- 4.2.8 In the event the Post Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Affordable Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Affordable Housing Contribution.
- 4.2.9 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.2.10 Not to Occupy or permit Occupation of any more than 40 private residential units (excluding Affordable Housing Units) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.2.11 For the purposes of this clause 4.2 the Parties shall operate under the following:-

- (i) the Owner will provide no less than 28 days notice that they intend to submit the Post Construction Viability Assessment to the Council for approval;
- (ii) upon receipt of the Post Construction Viability Assessment the Council will use reasonable endeavours to respond to the Owner in writing within 28 days of receipt whether it approves or wishes to question or challenge any one or more of the constituent parts of the Post Construction Viability Assessment;
- (iii) if the Council agrees the Post Construction Viability Assessment the document shall be deemed agreed for the purposes of clause 4.2 of this Agreement;
- (iv) if the Council wishes to question or challenge the Post Construction Viability Assessment the Parties shall attempt to resolve their differences by discussion directly or through their appointed representatives and shall act in good faith and cooperate with each other in order to reach agreement as quickly as possible.

4.3 CONSTRUCTION MANAGEMENT PLAN

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely

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

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.4 LOCAL EMPLOYMENT

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

4.4.2 In order to facilitate compliance with the requirements of sub-clause 4.3.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; 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;
- 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.

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

- (i) recruited through the Kings Cross Construction Skills 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.

4.4.4 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 to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.5 **LOCAL PROCUREMENT**

4.5.1 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 service to the Development in accordance with the Council's Local Procurement Code.

4.5.2 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.

4.5.3 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 required by the Council to remedy such non-compliance.

- 4.5.4 To 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.

4.6 **SUSTAINABILITY PLAN**

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.6.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.6.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development has been submitted to and approved by the Council in writing.
- 4.6.4 Following the Occupation Date the Owner shall manage and Occupy the Development in strict accordance with the Sustainability Plan as approved by the Council from time to time and the Owner shall forthwith remedy any breach of the approved Sustainability Plan.

4.7 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being

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

4.8 ACCESSIBLE ACCOMMODATION PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the draft Accessible Accommodation Plan.

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Accessible Accommodation Plan as demonstrated by written notice to that effect.

4.8.3 Following the Occupation Date the Owner shall manage and Occupy the Development in strict accordance with the Accessible Accommodation Plan as approved by the Council from time to time and and the Owner shall forthwith remedy any breach of the approved Accessible Accommodation Plan..

4.9 THE SERVICE MANAGEMENT PLAN

4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.

4.9.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.9.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management 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 Service Management Plan.

4.10 COMMUNITY FACILITIES CONTRIBUTION

4.10.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.10.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution in full.

4.11 **EDUCATION CONTRIBUTION**

4.11.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.12 **TRAINING AND EMPLOYMENT CONTRIBUTION**

4.12.1 On or prior to the Implementation Date to pay to the Council the Training and Employment Contribution in full.

4.12.2 Not to Implement or to permit Implementation until such time as the Council has received the Training and Employment Contribution in full.

4.13 **HIGHWAYS**

4.13.1 On or prior to the Implementation Date to:-

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

4.13.2 Not to Implement or to allow Implementation until such time as the Council has:-

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

4.13.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

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

4.13.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.13.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 28 days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.14 **CAR CAPPED**

4.14.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.14.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.14.1 above will remain permanently.

4.14.3 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 4.14.1 of this Agreement.

4.15 **THE CANAL PLAN**

4.15.1 On or prior to the implementation of the Canal Works to submit to the Council for approval the Canal Plan.

4.15.2 Not to implement or permit implementation of any part of the Canal Works until such time as the Council (in consultation with British Waterways) has approved the Canal Plan as demonstrated by written notice to that effect.

4.15.3 For the avoidance of doubt the Parties acknowledge that if the initial cost, ongoing costs or design of the access stair to the canal that are attributable to British Waterways (if any) are found to be unacceptable to British Waterways and the Council confirms this in writing then the Owner shall not be required to provide the access stair to the canal which should be documented in the Canal Plan.

4.15.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Canal Plan as approved by the Council (in consultation with British Waterways) from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Canal Plan.

4.16 **BONNY STREET ACCESS PLAN**

4.16.1 On or prior to the Implementation Date to submit to the Council for approval the Bonny Street Access Plan.

4.16.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Bonny Street Access Plan as demonstrated by written notice to that effect.

4.16.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Bonny Street Access 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 Bonny Street Access Plan.

4.17 **THE CAR CLUB PLAN**

4.17.1 On or prior to the Implementation Date to submit to the Council for approval the Car Club Plan.

4.17.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Car Club Plan as demonstrated by written notice to that effect.

4.17.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Car Club 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 Car Club 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 2011/2072/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 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 2011/2072/P.
- 5.6 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 either (a) 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 ZN223ZL065; 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.
- 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment

or application is made ("Y") less the last published AIRP figure at the date hereof ("X") is the numerator so that

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

- 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 2011/2072/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Subject to the provisions of paragraph (a) – (c) 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:
- (a) 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").

- (b) 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.
 - (c) 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(a) 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 2011/2072/P for the Default Notice to be considered 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 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

10. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

- 10.1 To use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 10.2 To use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to have the Highways Works completed at the same time as the Development and the Council shall use its reasonable endeavours to achieve that aim.
- 10.3 In the event of the Highways Contribution not being utilised in whole or in part for the purpose for which it was paid within five years of the Occupation Date then the Council will refund the whole of the Highways Contribution or such part as has not been utilised (as the case may be) to the Owner within 28 days of a written request by the Owner to the Council to that effect.
- 10.4 Upon receipt of written request it shall provide accounts to the Owner detailing how any financial Contribution has been spent always provided these requests shall not be made any more than once per financial year.
- 10.5 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.

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

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) Use all reasonable endeavours to 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 Owner's nominated contractor.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

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

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

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

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

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

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

- v) 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 developer 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.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO TWYMAN HOUSE

EXECUTED AS A DEED BY)
REGENT'S PARK ESTATES (GP) LIMITED)
acting by a Director)
or by two Directors)

[Handwritten Signature]
.....
Director

[Handwritten Signature]
.....
Director

EXECUTED AS A DEED BY)
REGENT'S PARK (NOMINEES) LIMITED)
acting by a Director)
or by two Directors)

[Handwritten Signature]
.....
Director

[Handwritten Signature]
.....
Director

EXECUTED AS A DEED on behalf of)
DEUTSCHE POSTBANK AG)
London Branch)
by)

[Handwritten Signature]
.....
Authorised Signatory

[Handwritten Signature]
.....
Authorised Signatory

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

[Handwritten Signature]
.....
Authorised Signatory



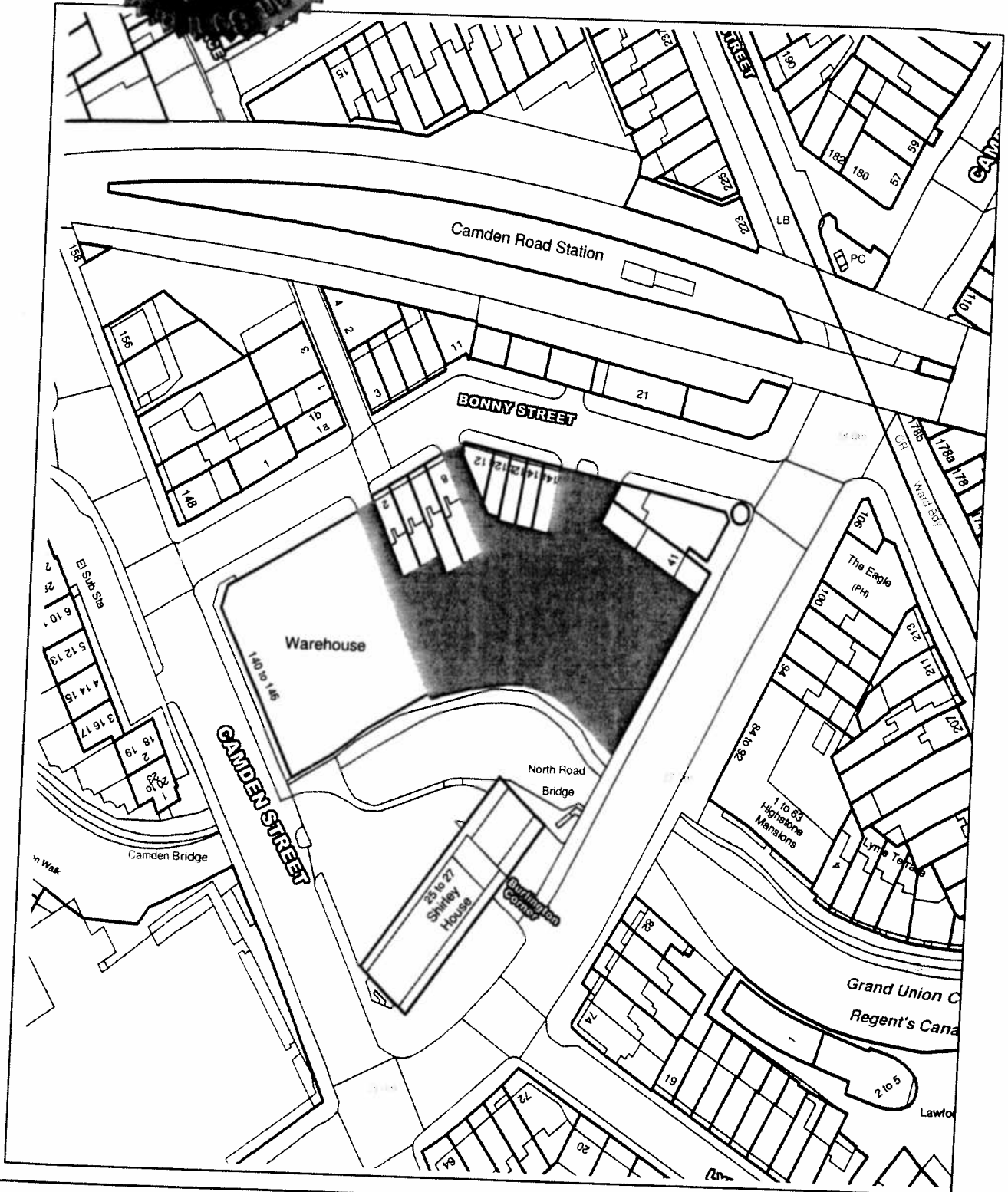




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PLAN 1

**TWYMAN HOUSE
31-39 CAMDEN ROAD
LONDON NW1 9LR**

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Issue for Planning
 21/06/11 SC A
 1:1000
 1:1000

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Project:
 Twynman House
 London, NW1

Drawn by
Proposed Third Floor Plan
Plan 2a

Date: 03/03/2011
 Scale: 1:1000
 Project No: P_031_0200_003

Bonny Street

Camden Road

Regents Canal

Block D

Block C

Block B

Block A

C.3.3
 1 Bed
 58 Sq. m

C.3.4
 1 Bed
 54 Sq. m

C.3.1
 1 Bed
 53 Sq. m

C.3.2
 1 Bed
 53 Sq. m

B.3.3
 1 Bed
 47 Sq. m

B.3.2
 3 Bed
 107 Sq. m

B.3.4
 1 Bed
 46 Sq. m

B.3.1
 3 Bed
 99 Sq. m

Handwritten signature





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Project:
 Twayman House
 London, NW1

Proposed Fourth Floor Plan
Plan 2b

Date: 03/03/2011
 Drawn by: [Signature]
 10003 P_04_G200_003

Bonny Street

Camden Road

Regents Canal

Block A

Block B

Block C

Block D

B.4.3
 3 Bed
 123 Sq. m.

B.4.1
 1 Bed
 53 Sq. m.

B.4.4
 1 Bed
 46 Sq. m.

B.4.2
 1 Bed
 53 Sq. m.

B.4.1
 2 Bed
 99 Sq. m.

B.4.3
 1 Bed
 47 Sq. m.

B.4.2
 2 Bed
 107 Sq. m.

Handwritten signature: M. R.





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 Date: 07/03/2011
 Scale: 1:1000

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Project:
Taylman House
 London, NW1

Project:
 Proposed Ground Floor Plan
Plan 3a

Date: 07/03/2011
 Scale: 1:1000
 Drawing Number: 10003_P_00_G200_003
 Page: 8

Bonny Street

Carden Road

Regents Canal

Block D

D.G.1
 2 Bed
 87 m²

Block C

C.G.2
 4 Bed
 123 m²

C.G.1
 60 m²

B.G.2
 2 Bed
 45 m²

A.G.3
 2 Bed
 86 m²

A.G.1
 2 Bed
 84 m²

B.G.1
 3 Bed
 101 m²

A.G.2
 2 Bed
 56 m²

Block B

A1/A3 Use
 82 m²

A1/A3 Use
 29 m²

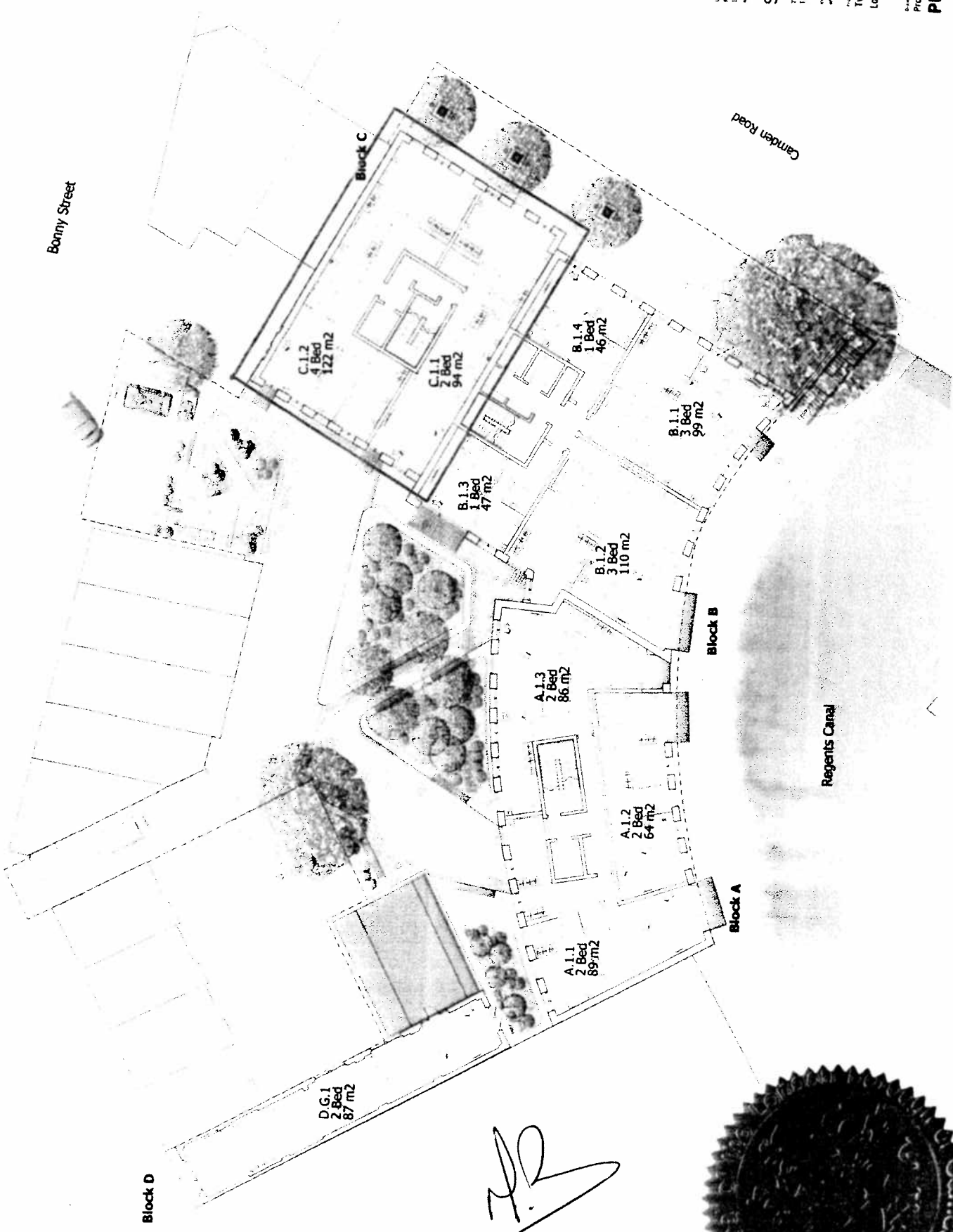
Block A



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London Block 3 Project
 Approved for Planning
 23/06/11 SW
 20/06/11 SG
 21/04/11 LC
 Approved for Building
 20/06/11 SW
 20/06/11 SG
 21/04/11 LC
 Approved for Building
 20/06/11 SW
 20/06/11 SG
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Project:
Twynan House
 London, NW1

Project:
Proposed First Floor Plan
Plan 3b

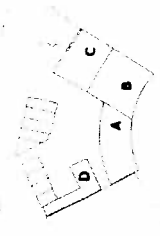
Client:
 SG
 Date:
 04/02/2011
 Drawing No:
 10003_P_01_G200_003
 Scale:
 1:100
 Author:
 C



Handwritten signature: J. R.



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Location: Regent's Park
 Planning: 250611 SG B
 250611 SG A
 250611 SG C

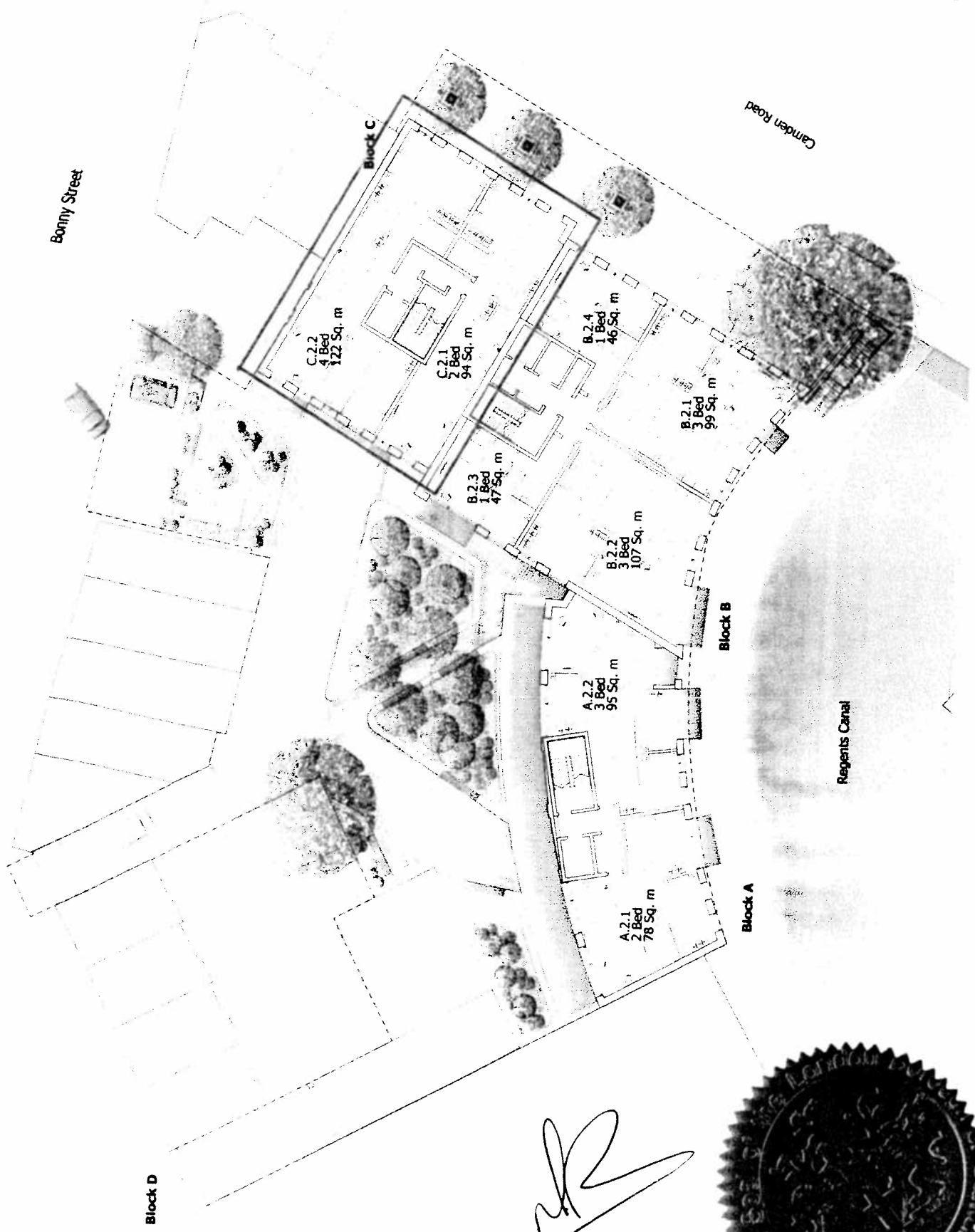
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Project:
Twyman House
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Proposed Second Floor Plan
Plan 3c

Date: 03/03/2011
 Drawing Number: 10003
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 Revised for Planning 21/04/11 SG A
 Project Description: [illegible]
 Date: [illegible]
 Checked by: [illegible]

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Project:
 Twyman House
 London, NW1

Proposed Ground Floor Plan
Plan 4a

Date: 07/02/2011
 Project No: 10003
 P. 00_G100_003 B

Bonny Street

Block C

Camden Road

Regents Canal

Block D

D.G.1
 2 Bed
 87 m²

C.G.2
 1 Bed
 123 m²

C.G.1
 1 Bed
 60 m²

B.G.2
 1 Bed
 49 m²

A.G.3
 2 Bed
 86 m²

A.G.2
 2 Bed
 64 m²

B.G.1
 3 Bed
 101 m²

A1/A3 Use
 82 m²

A1/A3 Use
 29 m²

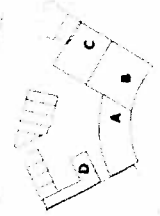
Block B

Block A



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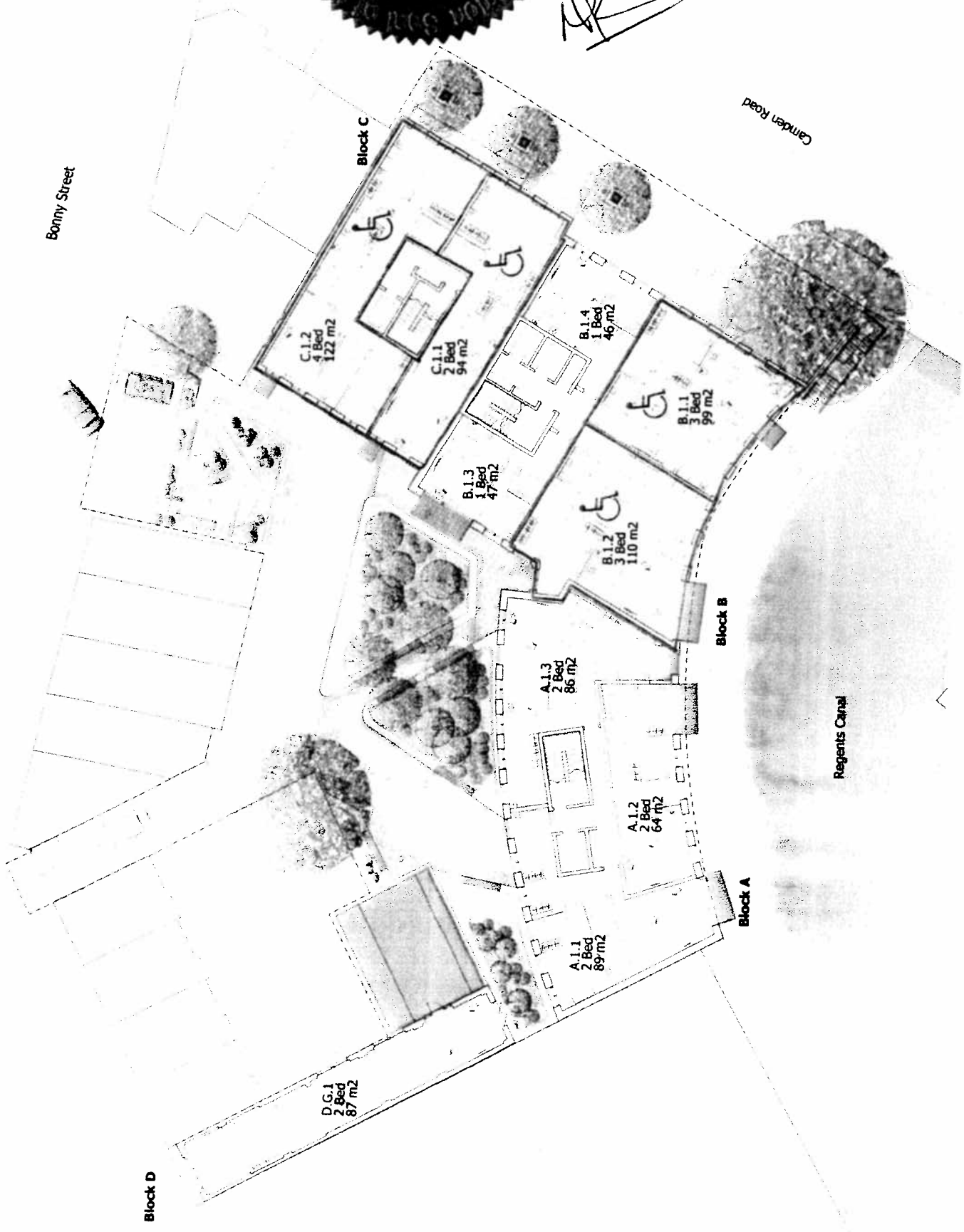
Location: Block D, Twyman House
 Date: 23/06/11
 Scale: 1:50
 Drawn by: [Name]
 Checked by: [Name]
 Project: Twyman House

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Project:
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 London, NW1

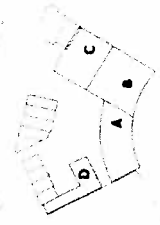
Proposed First Floor Plan
Plan 4b

Scale: 1:50
 Date: 04/02/2011
 Drawing No.: 10003 P_01_G000_003





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Project
Twyman House
 London, MW1

Proposed Second Floor Plan
Plan 4c

Date: 03/03/2011
 Scale: 1:500
 Drawing No: 10003_P_02_G000_003
 Revision: B

Bonny Street

Camden Road

Regents Canal

Block D

Block C

Block B

Block A

C.2.2
 4 Bed
 122 Sq. m

C.2.1
 2 Bed
 94 Sq. m

B.2.4
 1 Bed
 46 Sq. m

B.2.1
 3 Bed
 99 Sq. m

B.2.3
 1 Bed
 47 Sq. m

B.2.2
 3 Bed
 107 Sq. m

A.2.2
 3 Bed
 95 Sq. m

A.2.1
 2 Bed
 78 Sq. m



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Handwritten signatures and initials:
 [Large signature]
 [Initials: A, J, R]
 [Initials: R, R]

As issued for Planning
 21/06/11 SC 6
 21/06/11 SC 6
 21/06/11 SC 6
 21/06/11 SC 6

Squire and Partners
 77 Nicholas Street London WC1N 3AF
 T: 020 7798 9600 F: 020 7720 0485
 www.squireandpartners.com

Project
 Twyman House
 London, NW1

Proposed Ground Floor Plan
Plan 5

Issue No: 07/02/2011
 Scale: 1:100
 Drawing No: 10003 P_00_G200_003 B

Bonny Street

Camden Road

Regents Canal

Block D

Block C

Block B

Block A

D.G.1
 2 Bed
 87 m²

A.G.1
 2 Bed
 84 m²

A.G.2
 2 Bed
 68 m²

A.G.3
 2 Bed
 85 m²

B.G.1
 3 Bed
 101 m²

B.G.2
 3 Bed
 49 m²

A1/A3 Use
 82 m²

A1/A3 Use
 29 m²

C.G.1
 4 Bed
 60 m²

C.G.2
 4 Bed
 123 m²



NOTE
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Handwritten signatures and initials:
 MR
 MR
 MR

Approved for Planning
 21/04/11 SG A
 Approved for Planning
 21/04/11 SG A
 Date: 07/02/11

Squire and Partners

77 Wickham Street, London, NW1 1 7F
 T: 020 7738 8805 F: 020 7237 0495
 www.squireandpartners.com

Project:
 Teyman House
 London, NW1

Proposed Ground Floor Plan
Plan 6

Sheet:
 SG 07/02/2011
 100003 P_00_G100_003

Bonny Street

Camden Road

Regents Canal

A

B

Block C

Block B

Block A

Block D

D.G.1
 2 Bed
 87 m²

A.G.1
 2 Bed
 84 m²

A.G.2
 2 Bed
 6 m²

A.G.3
 2 Bed
 86 m²

B.G.1
 3 Bed
 101 m²

B.G.2
 3 Bed
 49 m²

C.G.1
 4 Bed
 60 m²

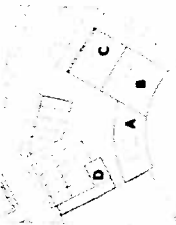
C.G.2
 4 Bed
 123 m²

A1/A3 Use
 29 m²

A1/A3 Use
 82 m²



NOTES
 DO NOT SCALE FROM THIS DRAWING
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 OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM,
 WITHOUT THE WRITTEN PERMISSION OF SQUIRE AND PARTNERS
 ARCHITECTS



Handwritten signatures and initials: R, S, A, P, R

Prepared for Planning
 21/04/11 SG A
 21/04/11 SG A
 City of Westminster
 Date: 21/04/11
 Scale: A1

Squire and Partners
 77 Wickham Street, London, NW1X 2JF
 T: 020 7298 2000 F: 020 7297 1000
 www.squireandpartners.com

Project:
Weyman House
 London, NW1

Proposed Ground Floor Plan
Plan 7

Drawn: 07/02/2011
 Checked: 11/04/11
 10003_P_00_G200_003

Bonny Street

Camden Road

Regents Canal

Block D

Block C

Block B

Block A

D.G.1
 2 Bed
 87 m²

A.G.1
 2 Bed
 84 m²

A.G.2
 2 Bed
 64 m²

A.G.3
 2 Bed
 86 m²

B.G.3
 3 Bed
 101 m²

B.G.2
 3 Bed
 49 m²

C.G.1
 1 Bed
 60 m²

C.G.2
 4 Bed
 123 m²

A1/A3 Use
 29 m²

A1/A3 Use
 82 m²



rw
hr J

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

Application Ref: 2011/2072/P

21 September 2011

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Twyman House
31 - 39 Camden Road
London
NW1 9LR

DECISION

Proposal:

Redevelopment of the site with the proposed frontage of 7/8th floor including, including lower ground level, comprising 54 residential units (Use Class C3) (16 x one bed, 20 x two bed, 15 x three bed and 3 x four bed), 96 sq.m of either retail/professional & financial services/cafe (Use Classes A1/A2/A3) at part lower ground floor level fronting canal and 111 sq.m of retail/cafe use at part ground floor level fronting Camden Road, with associated hard and soft landscaping, cycle storage and 3 x disabled car parking bays off Bonny Street, following the conversion of Pulse House and demolition of Twyman House.

Drawing Nos: P_00_G100_001A Location Plan; P_00_JA12_001A; P_00_JA12_002A; 7780/02A; 7780/03C; 7780/04B; 7780/05; 7780/06; 7780/07; 7780/08; 7780/10; 7780/11; 7780/09; E_S_JA12_001A; E_E_JA12_001A; E_S_JA12_002A; E_E_JA12_002A.

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|-----------------|-----------------|-----------------|-----------------|
| P_LG_G200_001B; | P_00_G200_001B; | P_01_G200_001C; | P_02_G200_001B; |
| P_03_G200_001A; | P_04_G200_001A; | P_05_G200_001B; | P_06_G200_001B; |
| P_RF_G200_001B; | P_LG_G200_002B; | P_00_G200_002C; | P_01_G200_002C; |
| P_02_G200_002B; | P_03_G200_002A; | P_04_G200_002A; | P_05_G200_002B; |
| P_06_G200_002B; | P_RF_G200_002B; | P_LG_G200_003B; | P_00_G200_003B; |
| P_01_G200_003C; | P_02_G200_003B; | P_03_G200_003A; | P_04_G200_003A; |
| P_05_G200_003B; | P_06_G200_003B; | P_RF_G200_003B; | E_N_G200_001B; |
| E_NE_G200_001C; | E_S_G200_001C; | E_E_G200_001B; | E_W_G200_001B; |



E_N_G200_003B; E_NE_G200_003C; E_S_G200_003C; E_E_G200_003B;
E_W_G200_003B; D_AL_G251_001B; D_AL_G251_002B; BD_E_AL_G200_001B;
S_AA_G200_001B; S_BB_G200_001B; S_CC_G200_001B; S_DD_G200_001B;
S_AA_G200_002B; S_BB_G200_002B; S_CC_G200_002B; S_DD_G200_002B;
S_AA_G200_003B; S_BB_G200_003B; S_CC_G200_003B; S_DD_G200_003B;
BC_P_00_D811_001A; BB_P_01_D811_002C; BC_P_01_D811_001C;
BC_P_01_D811_002B.

Design and Access Statement 30 August 2011; Construction Management Plan; Structural Concept Report & Desktop Study; Energy Strategy; Code for Sustainable Homes Pre-Assessment; Statement of Community Involvement; Transport Statement; Archaeological Study; Acoustic Report; Daylight / Sunlight Report; Internal Daylight and Overshadowing Report dated 25 August 2011; Air Quality Assessment; Arboriculture Report; Ecology Report; Code for Sustainable Homes Ecology Report; Landscape Report; Townscape Document; Lifetime Homes Sustainability Statement; Flood Risk Assessment; Sustainability Statement dated June 2011. (All dated August 2011 unless otherwise specified).

DRAFT

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.

DECISION

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

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

d) Typical details of new railings and balustrade at a scale of 1:10 with finials at 1:1, including method of fixing.

c) Details elevations and section showing typical facing brick arrangement including



expansion joints vertical and horizontal banding;

d) Samples and manufacturer's details of new facing materials including brickwork, windows and door frames, glazing, balconies, all boundary treatments, balustrades, perforated metal ventilation panels and fins, timber cladding and shutter and glazed tiles and any other facing materials.

e) A sample panel of brickwork no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond, pointing, expansion joints and vertical and horizontal banding, shall be erected on site for inspection for the local planning authority and maintained for the duration of the works.

f) Samples of any proposed canalside security shutters.

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

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

- 3 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 Council.

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

DECISION

- 4 Prior to the relevant part of the development commencing, full details of hard and soft landscaping and means of enclosure of all un-built, open areas shall be submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.



- 5 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 policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Core Strategy.

- 6 All trees on the site, or trees or trees growing from adjoining sites, unless shown on the permitted drawings, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction"

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 CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Prior to the relevant part of the development commencing, details of the planters to accommodate the 3 Cherry trees on Currier Road shall be submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Prior to commencement on the relevant part of the development a plan showing details of the green roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and



policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 Prior to the commencement of the relevant part of development details of the Sustainable Urban Drainage system and the Rainwater Harvesting system shall be submitted to and approved by the local planning authority and such systems shall be implemented as part of the development and thereafter retained and maintained in accordance with the manufacturers recommendations.

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 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to the relevant part of the development commencing, a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained and maintained, unless prior written permission is given by the local planning authority.

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

- 11 Noise levels at any sensitive façade 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 premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Prior to commencement on the relevant part of the development hereby approved details of sound insulation and noise control measures shall be submitted to and approved in writing by the Local Planning Authority. The sound insulation and noise control measures shall achieve the following internal noise targets (in line with BS 8233:1999):

Bedrooms (23.00-07.00 hrs) 30 dB LAeq, and 45 dB Lmax (fast)
Living Rooms (07.00-23.00 hrs) 30 dB LAeq,



Kitchens, bathrooms, WC compartments and utility rooms
(07.00 –23.00 hrs) 45 dB LAeq

The sound insulation and noise control measures shall be carried out strictly in accordance with the details so approved and implemented prior to the first occupation of the development and shall be maintained as such thereafter.

Reason: To safeguard the amenities of the proposed residential flats in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Before any A1/A2/A3 use commences an acoustic report, prepared by a suitably qualified professional, detailing any plant with an external breakout and demonstrating how the Council's noise requirements (as set out in condition 10) will be met, shall be submitted to and approved in writing. The plant shall be provided with the necessary acoustic insulation and sound attenuation as recommended in the acoustic report and shall be maintained in accordance with the manufacturer's specifications. The acoustic insulation shall thereafter be maintained in effective order to the satisfaction of the Council.

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

- 14 The A3 use hereby permitted shall not be carried out outside the following times:
2300 - 0800 Monday to Sunday.

Reason: To safeguard the amenities of the nearby premises and the area generally in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to commencement on the relevant part of the development hereby approved details of all external lighting to include location, design, specification, fittings and fixtures (including means of reducing light spillage to the canal and towpath from the commercial unit) shall be submitted to and approved in writing by the local planning authority. The building shall not be occupied until the relevant approved details have been implemented. These works shall be permanently retained and maintained thereafter.

Reason: To safeguard the appearance of the premises and the character of the immediate area and to conserve biodiversity by minimise light pollution in accordance with the requirements of policies CS14, CS15 of the London Borough of Camden LDF Core Strategy and DP24 of the London Borough of Camden LDF Development Policies.



- 16 The lifetime homes features and facilities, 7 x wheelchair accessible units and all passenger lifts as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

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

- 17 Before the relevant part of the development is first occupied, the proposed cycle storage area for 60 cycles hereby approved shall be provided in its entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS10 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Before the relevant part of the development is first occupied, the refuse and recycling storage facilities intended for its occupiers, as shown on the drawings hereby approved, shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Prior to the first occupation of the relevant residential unit 1.8 metre high privacy screens shall be erected on the following balconies:

Flat A.2.2 east side only
Flat B.1.3 south side only
Flat D.G.1 north and south sides

The details of the screens shall be first submitted to and approved by the Council and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.



20 Prior to the commencement of development the following shall be submitted:

- a) a feasibility study of the practicality and economic viability of utilising the canal for the transport of construction materials shall be submitted to and approved in writing by the Council (in consultation with British Waterways).
- b) should the Council be satisfied that it would be feasible to utilise the canal for the transport of construction materials, the applicant shall submit a strategy for approval in writing prior to commencement of development. The construction of the development shall be carried out in accordance with the approved strategy.

Reason: To encourage the use of the canal for transporting waste and bulk materials in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policy DP20 of the London Borough of Camden Local Development Framework Development Policies.

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21 Details of all CCTV cameras to be installed on the external faces of the building including their range of coverage shall be submitted and approved in writing by the local planning authority. No CCTV cameras shall be installed or operated on the site other than in accordance with the details approved.

Reason: In order to protect the amenities of residents living in the area immediately surrounding the development in accordance with policy CS1 of the London Borough of Camden LDF Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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

DECISION

P_00_G100_001; P_00_G200_001; P_01_G200_001C; P_02_G200_001B;
 7780/03C; 7780/03B; 7780/05; 7780/10; 7780/11;
 7780/09; E_S_GATE_001; E_N_GATE_001; E_S_GATE_002; E_E_JA12_002A.

P_LG_G200_001B; P_00_G200_001B; P_01_G200_001C; P_02_G200_001B;
 P_03_G200_001A; P_04_G200_001A; P_05_G200_001B; P_06_G200_001B;
 P_RF_G200_001B; P_LG_G200_002B; P_00_G200_002C; P_01_G200_002C;
 P_02_G200_002B; P_03_G200_002A; P_04_G200_002A; P_05_G200_002B;
 P_06_G200_002B; P_RF_G200_002B; P_LG_G200_003B; P_00_G200_003B;
 P_01_G200_003C; P_02_G200_003B; P_03_G200_003A; P_04_G200_003A;
 P_05_G200_003B; P_06_G200_003B; P_RF_G200_003B; E_N_G200_001B;
 E_NE_G200_001C; E_S_G200_001C; E_E_G200_001B; E_W_G200_001B;
 E_N_G200_003B; E_NE_G200_003C; E_S_G200_003C; E_E_G200_003B;
 E_W_G200_003B; D_AL_G251_001B; D_AL_G251_002B; BD_E_AL_G200_001B;
 S_AA_G200_001B; S_BB_G200_001B; S_CC_G200_001B; S_DD_G200_001B;
 S_AA_G200_002B; S_BB_G200_002B; S_CC_G200_002B; S_DD_G200_002B;
 S_AA_G200_003B; S_BB_G200_003B; S_CC_G200_003B; S_DD_G200_003B;
 BC_P_00_D811_001A; BB_P_01_D811_002C; BC_P_01_D811_001C;
 BC_P_01_D811_002B.

Design and Access Statement 30 August 2011; Construction Management Plan;
 Structural Concept Report & Desktop Study; Energy Strategy; Code for Sustainable



Homes Pre-Assessment; Statement of Community Involvement; Transport Statement; Archaeological Study; Acoustic Report; Daylight / Sunlight Report; Internal Daylight and Overshadowing Report dated 25 August 2011; Air Quality Assessment; Arboriculture Report; Ecology Report; Code for Sustainable Homes Ecology Report; Landscape Report; Townscape Document; Lifetime Homes Schedule 2010; Flood Risk letter; Sustainability Statement dated June 2011. (All dated April 2011 unless otherwise specified).

Reason:

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

Informative(s):

- 1 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).
- 2 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution if you seek its approval under Section 61 of the Act if you anticipate any nuisance in carrying out works earlier than within the hours stated above.
- 3 British Waterways
The applicant/developer should refer to the current British Waterways' "Code of Practice for Works affecting British Waterways 2010" to ensure that any necessary consents are obtained (www.britishwaterways.co.uk/media/documents/Code_of_Practice_2010.pdf). The applicant is advised that any discharge of surface water into the waterways, and access to the towpath, requires British Waterways' written permission before development commences.
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ
- 5 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.



6 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.

7 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 CS1 - Distribution of growth, CS3 - Other highly accessible areas, CS5 - Managing the impact of growth and development, CS6 - Providing quality homes, CS7 - Promoting Camden's centres and shops, 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 high quality sustainable homes, CS14 - Promoting high quality places and conserving and enhancing the environment, CS15 - Creating 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, DP1 - Mixed use development, DP2 - Making full use of Camden's capacity for housing, DP3 - Contributions to the supply of affordable housing, DP4 - Minimising the loss of affordable homes, DP5 - Homes of different sizes, DP6 - Lifetime homes and wheelchair housing, DP10 - Helping and promoting small and independent shops, DP12 - Supporting strong centres and managing the impact of food, drink, entertainment and other town centre uses, DP13 - Employment premises and sites, DP15 - Community and leisure uses, DP16 - The transport implications of development, DP17 - Walking, cycling and public transport, DP18 - Parking standards and limiting the availability of car parking, DP19 - Managing the impact of loading, 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, DP28 - Noise and Vibration, DP29 - Improving

8 Environment Agency

Developers should ensure that any proposed piling methods do not pose a pollution risk to controlled waters. Piling to facilitate building foundations or the installation of ground source heat pumps has the potential to create a pathway between contaminated shallow soils and deeper geological formations and aquifers. Deep piling can also result in physical disturbance of aquifers. If piling is proposed, a Piling Risk Assessment will be required to demonstrate that the chosen piling method does not increase the risk of near-surface pollutants migrating into deeper geological formations and aquifers. A Hydrogeological Risk Assessment of physical disturbance to the aquifer should also be undertaken and if unacceptable risks are identified, appropriate mitigation measures must be provided.

Developers follow the risk management framework provided in the Environment Agency guidance for 'Piling into Contaminated Sites' and also refer to the document: 'Piling and Penetrative Ground Improvement Methods on Land Affected by Contamination: Guidance on Pollution Prevention.



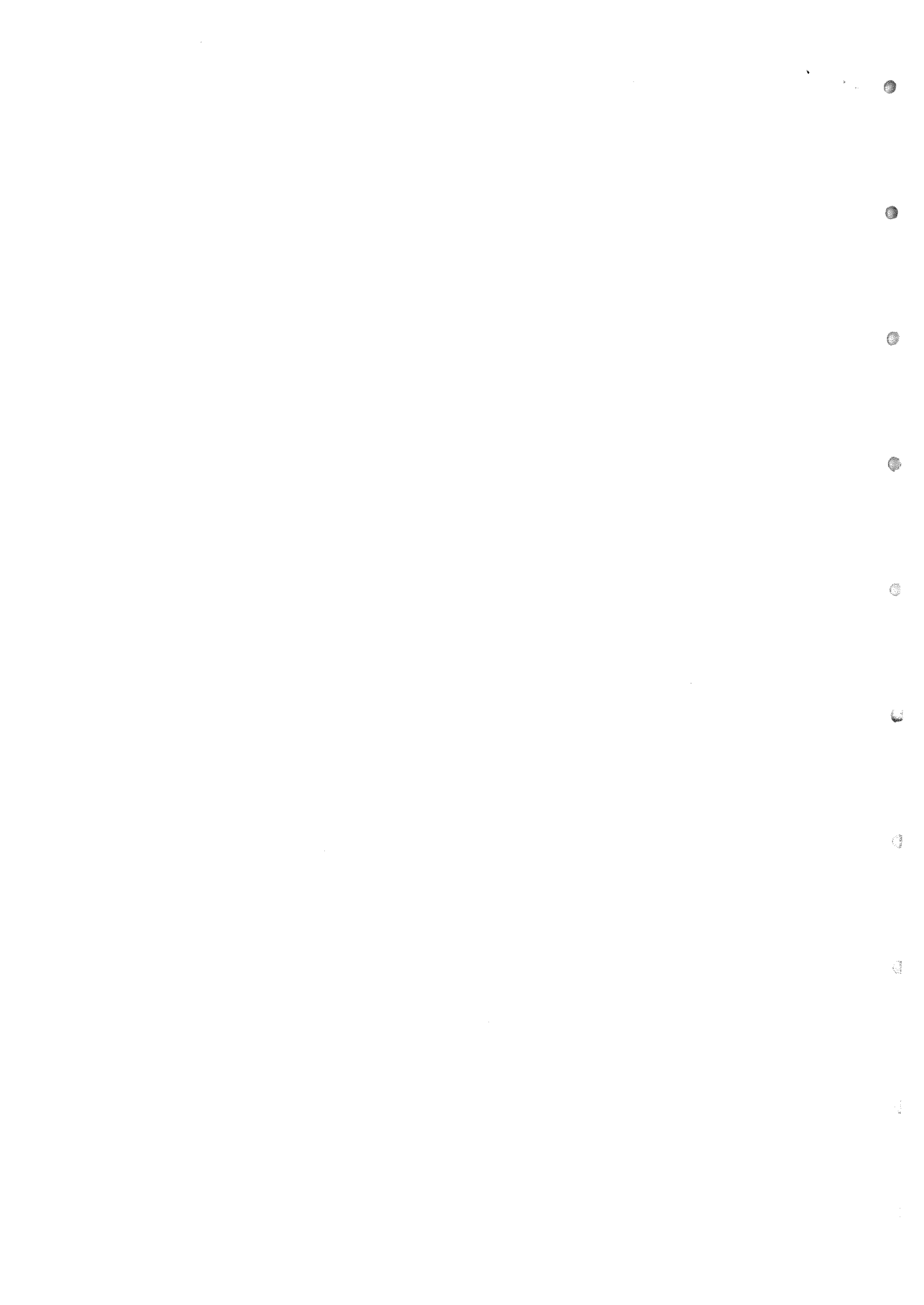
9 Reasons for granting planning permission continued...

Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- The proposal represents a very desirable and sustainable opportunity to develop this much underused and vacant site within a highly accessible part of the borough. The proposed residential led use is supported in land-use terms to maintain a mixed and inclusive community in this part of Camden, and the resulting accommodation would be of a high quality and standard of design with access to excellent levels of outdoor amenity. The provision of much needed affordable housing, especially larger units for social rent, is particularly positive. The flexible A1/2/3 uses to front Camden Road and the towpath are welcomed to add vitality and vibrancy to the area and will offer an excellent opportunity to provide inclusive access for persons to enjoy this stretch of the canal. The introduction of increased access to the canal from Camden Road is also welcomed. Considering the sensitive heritage, natural and residential constraints surrounding the site, the proposed design and appearance of the new buildings is both innovative and of high quality. It responds positively to the character and appearance of the conservation area, the setting of nearby listed buildings and the canal itself. The proposed height, scale and massing would fit in comfortably with the prevailing scale of existing buildings, particularly Shirley House and Highstone Mansions, so that the new buildings will strengthen and unify the townscape further. Furthermore, the new buildings would not cause any material harm to neighbouring privacy, daylight, sunlight and outlook, and there are strict conditions included to manage the impact of any A3 use proposed.

Yours faithfully

Culture and Environment Directorate

DECISION



Handwritten initials/signature

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

Application Ref: 2011/2073/C
Please ask for: **Conor McDonagh**
Telephone: 020 7974 2566

DRAFT September 2011
DECISION

Dear Sir/Madam

Planning (Listed Building and Conservation Areas) Act 1990
Planning (Listed Buildings and Conservation Areas) Regulations 1990

Conservation Area Consent Granted

Address:
Twyman House
31 - 39 Camden Road
London
NW1 9LR

DECISION

Proposal:

Demolition of Twyman House in connection with the redevelopment of the site to provide a part 4/7/8 storey building, including lower ground level, comprising 54 residential units (Use Class C3) (16 x one bed, 20 x two bed, 15 x three bed and 3 x four bed), 96 sq.m of retail/professional and financial services/cafe (Use Classes A1/A2/A3) at part lower ground floor level fronting canal and 111 sq.m of retail/cafe use at part ground floor level fronting Camden Road, with associated hard and soft landscaping, cycle storage and 3 x disabled car parking bays off Bonny Street.

Drawing Nos: P_00_G100_001A Location Plan; P_00_JA12_001A; P_00_JA12_002A; 7780/02A; 7780/03C; 7780/04B; 7780/05; 7780/06; 7780/07; 7780/08; 7780/10; 7780/11; 7780/09; E_S_JA12_001A; E_E_JA12_001A; E_S_JA12_002A; E_E_JA12_002A.

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

Conditions and Reasons:

- 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 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy DP25 of the London Borough of Camden Development Policies Document 2011.

Informative(s):

1

DRAFT

Your attention is drawn to the leaflets and notices 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)

DECISION



DATED 22 September 2011

(1) REGENT'S PARK ESTATES (GP) LIMITED and
REGENT'S PARK (NOMINEES) LIMITED

and

(2) DEUTSCHE POSTBANK AG

and

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

A G R E E M E N T
relating to land known as
TWYMAN HOUSE
31-39 CAMDEN ROAD and
10-16 (EVEN NUMBERS) BONNY STREET
LONDON NW1 9LR
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

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(AH, CF, CMP, EC, EE&REP, HCC, HC, LP, POSC, SMP, SP)
CLS/COM/LMM/1685.1064
s106 21.09.11 FINAL

