

DATED 3 October

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
BARROW HILL RESERVOIR
ST EDMUND'S TERRACE
PRIMROSE HILL LONDON NW8 7QU
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\St Edmund's Terrace
(CC, AHC, CFC, CMP, EC, E&TC, HC, LP, LL, POSC, PRC, SP, TP)
CLS/COM/LMM/1685.977
s106 26.09.11 FINAL

network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of Ground Water. If you propose to discharge to a public sewer, prior approval from Thames Water Developer Services will be required (0845 850 2777).

- 8 Thames Water have advised that they aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. You are advised that you should take account of this minimum pressure in the design of the proposed development.
- 9 Thames Water has advised that there is a water main crossing the development site which may need to be diverted at your cost. Please contact Thames Water Developer Services for further information.
- 10 Thames Water advised that there are large water mains adjacent to the proposed development. Thames Water will not allow any building to be constructed within 5m of the mains. Thames Water will require 24 hour access for maintenance purposes.
- 11 You are advised that a Natural England European Protected Species (EPS) Licence will need to be gained in order to move the existing bat roosts from the site. This licence will need to be secured prior to any works including demolition on site.
- 12 Thames Water has advised that you should incorporate a non-return valve or other suitable device to avoid the risk of backflow at a later stage, on the assumption that the sewerage network may surcharge to ground level during a storm.

Yours faithfully

Culture and Environment Directorate

Improving access, DP31 Open space and outdoor recreation and DP32 Air quality and clear zone. Furthermore the proposal accords with the specific policy requirements in respect of the following principal considerations: The demolition of the existing buildings is considered acceptable. The proposed residential buildings are considered to be of an acceptable height, bulk and design and provide a suitable mix of residential units of different sizes and tenures. The buildings would protect the character, appearance and setting of Primrose Hill and the local views from within it. The proposed buildings would have an acceptable impact on the residential amenity of existing neighbours.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site 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) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 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
- 6 You are advised that the biodiversity information/ecological assessment provided as part of this application will be made available to Greenspace Information for Greater London [GIGL], the capital's environmental records centre. This will assist in a key principle of PPS9 (Biodiversity and Geological Conservation) by building up the data base of up to date ecological information and this will help in future decision making
- 7 Thames Water has advised that with regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that you should ensure that storm flows are attenuated or regulated into the receiving public

- 23 Prior to commencement of development details of a sustainable urban drainage system (to show 50% attenuation of all runoff) shall be submitted to and approved by the local planning authority and such system shall be implemented as part of the development and thereafter retained and maintained .

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 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.

- 24 Prior to occupation of the development, the recommendations and measures to protect and enhance biodiversity and ecology on the site as set out in the two ecology reports hereby approved, shall be implemented and thereafter retained and maintained.

Reason:

To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting planning permission/conservation area consent/listed building consent.

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, CS4 Areas of more limited change, CS5 Managing impact of growth, CS6 Providing quality homes, CS11 Sustainable travel, CS13 Tackling climate change, CS14 High quality places and conserving heritage, CS15 Parks, open spaces and biodiversity, CS16 Health and wellbeing, CS17 Safer places, CS18 Waste and recycling, and CS19 Delivering and monitoring the Core Strategy and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP1 Mixed use development, DP2 Making full use of housing capacity, DP3 Affordable housing, DP5 Homes of different sizes, DP6 Lifetime homes and wheelchair housing, DP16 Transport implications of development, DP17 Walking, cycling and public transport, DP18 Parking standards, DP19 Impact of parking, DP20 Movement of goods and materials, DP21 Highway network, DP22 Promoting sustainable design and construction, DP23 Water, DP24 High quality design, DP26 Impact on occupiers and neighbours, DP27 Basements and lightwells, DP28 Noise and vibration, DP29

Camden Local Development Framework Development Policies.

- 18 Prior to occupation of Block 1 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 adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 19 Prior to occupation of Blocks 2 and 3 the basement 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 adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 20 Prior to occupation of the Gate House 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 adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 21 Prior to occupation of Block 1 hereby approved the proposed cycle storage area at ground floor level as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of DP17 and DP18 of the London Borough of Camden LDF Development Policies.

- 22 Prior to occupation of Blocks 2 and 3 hereby approved the proposed cycle storage area at basement level as shown on the drawings hereby approved shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of DP17 and DP18 of the London Borough of Camden LDF Development Policies.

- 14 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of the basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. The appointment shall be confirmed in writing to the Council prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To protect the structural stability of the host building and neighbouring buildings, in accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Prior to occupation of the relevant units, all glazing to bathrooms on the East elevation of Block 1, East and West elevations of Block 2 and West elevation of Block 3 shall be fitted with obscure glazing and fixed shut to a height of 1.8 metres. Such measures shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of residential 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.

- 16 Prior to occupation of the relevant units, details of privacy screening to the relevant East facing windows of ground floor units of Block 1 and West facing windows of ground floor units to Block 2 shall be submitted to and approved by the Council. Such measures shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of residential 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.

- 17 The lifetime homes features and facilities and 10% wheelchair units, 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

P_04_G200_002A; P_05_G200_002A; P_RF_G200_002A; P_B1_G200_002B;
 P_B2_G200_002A; E_S_G200_001B; E_N_G200_001A; E_E_G200_001B;
 E_W_G200_001A; E_S_G200_002B; E_N_G200_002A; E_E_G200_002B;
 E_W_G200_002A; S_AA_G200_001A; S_BB_G200_001A; S_CC_G200_001A;
 S_DD_G200_001A; S_AA_G200_002A; S_BB_G200_002A; S_CC_G200_002A;
 S_DD_G200_002A; S_EE_G200_002A; S_FF_G200_002A; B1_P_00_G200_001B;
 B1_P_01_G200_001B; B1_P_02_G200_001B; B1_P_04_G200_001A;
 B1_P_05_G200_001A; B2_P_00_G200_001A; B2_P_01_G200_001A;
 B2_P_02_G200_001A; B2_P_04_G200_001A; B2_P_05_G200_001A;
 B3_P_B1_G200_001A; B3_P_00_G200_001A; B3_P_01_G200_001A;
 B3_P_02_G200_001A; B3_P_03_G200_001A; B3_P_04_G200_001A;
 B1_E_S_G200_001B; B1_E_N_G200_001A; B1_E_E_G200_001B;
 B1_E_W_G200_001A; B2_E_S_G200_001A; B2_E_N_G200_001A;
 B2_E_E_G200_001A; B2_E_W_G200_001A; B3_E_S_G200_001B;
 B3_E_N_G200_001B; B3_E_E_G200_001B; B3_E_W_G200_001B;
 TH_P_B1_G200_001A; TH_P_00_G200_001A; TH_P_01_G200_001A;
 TH_E_AL_G200_001A; D_AL_G251_001A; P_AL_D811_001A;
 B2_P_00_D811_01_001A; B2_P_01_D811_02_001A; B1_P_03_D811_03_001A;
 B3_P_02_D811_04_001A; P_AL_JC20_00; P_AL_JC20_002 rev A;
 P_B1_G200_003A; Structural Concept report by Fluid Structures Feb 2011; Energy
 Strategy Report by RES 14/02/2011; Code for Sustainable Homes pre-assessment
 report by RES 14/02/2011; Highways Statement by TPP Consulting Feb 2011;
 Historic Environment Assessment Feb 2011; Noise Survey & Plant Information by
 Sandy Brown LLP; Daylight and Sunlight report by GIA Feb 2011; Report on Soil
 Investigation by ESG Feb 2011; Air Quality Assessment WSP Feb 2011;
 Arboricultural Report by DPA Feb 2011; Ecology Report by URS Issue 1 Feb 2011;
 Bat Survey Report by URS Issue 1-Oct 2010; Code for Sustainable Homes Ecology
 Report Issue 1 Feb 2011; Landscape Design Statement by SCAPE Feb 2011
 including Landscape Masterplan 230-SK-101; Response to BIA Screening
 Flowcharts by Fluid Structures April 2011; Letter from Tony Clothier (Water
 Environment Ltd) dated 28th April 2011;

Reason:

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

- 13 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 an initial 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 Before the 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 8) will be met, shall be submitted to and approved by the Council in writing. The plant shall be provided with the necessary acoustic isolation and sound attenuation as recommended in the acoustic report and shall be maintained in accordance with the manufacturer's specifications. The acoustic isolation shall thereafter be maintained in effective order to the reasonable 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.

- 10 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) 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.

- 11 Prior to first occupation of the development a management scheme for ensuring that the front driveways shall be used for the purposes of servicing and drop-off/pick-up only and shall be maintained free of parked vehicles or other obstruction, shall be submitted to and approved by the Council in writing. The development shall thereafter not be occupied other than in complete accordance with the measures recommended in the approved scheme.

Reason: In order to satisfactorily provide for the turning of vehicles within the site and in the interests of highways and pedestrian safety in accordance with policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP16 of the London Borough of Camden Local Development Framework Development Policies.

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

P_00_G100_003A;	P_00_JA12_001A;	P_00_JA12_002A;	E_S_G100_001A;
E_N_G100_001A;	E_E_G100_001A;	E_W_G100_001A;	E_S_G100_002A;
E_N_G100_002A;	E_E_G100_002A;	E_W_G100_002A;	S_AA_G100_001A;
S_BB_G100_001A;	S_AA_G100_002A;	S_BB_G100_002A;	P_00_G200_001B;
P_01_G200_001B;	P_02_G200_001B;	P_03_G200_001B;	P_04_G200_001A;
P_05_G200_001A;	P_RF_G200_001A;	P_B1_G200_001A;	P_B2_G200_001A;
P_00_G200_002B;	P_01_G200_002B;	P_02_G200_002B;	P_03_G200_002B;

Policies.

- 6 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 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.

- 7 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. 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.

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

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 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.

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

c)) Samples and manufacturer's details of new facing materials including windows and door frames, glazing, balconies, balustrades, natural stone and metal cladding with a full scale sample panel of all stone facing finishes of no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond and pointing.

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

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 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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced. The development shall not be carried out otherwise than in accordance with details thus approved and the sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 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 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been 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 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development

E_W_G200_001A; E_S_G200_002B; E_N_G200_002A; E_E_G200_002B;
 E_W_G200_002A; S_AA_G200_001A; S_BB_G200_001A; S_CC_G200_001A;
 S_DD_G200_001A; S_AA_G200_002A; S_BB_G200_002A; S_CC_G200_002A;
 S_DD_G200_002A; S_EE_G200_002A; S_FF_G200_002A; B1_P_00_G200_001B;
 B1_P_01_G200_001B; B1_P_02_G200_001B; B1_P_04_G200_001A;
 B1_P_05_G200_001A; B2_P_00_G200_001A; B2_P_01_G200_001A;
 B2_P_02_G200_001A; B2_P_04_G200_001A; B2_P_05_G200_001A;
 B3_P_B1_G200_001A; B3_P_00_G200_001A; B3_P_01_G200_001A;
 B3_P_02_G200_001A; B3_P_03_G200_001A; B3_P_04_G200_001A;
 B1_E_S_G200_001B; B1_E_N_G200_001A; B1_E_E_G200_001B;
 B1_E_W_G200_001A; B2_E_S_G200_001A; B2_E_N_G200_001A;
 B2_E_E_G200_001A; B2_E_W_G200_001A; B3_E_S_G200_001B;
 B3_E_N_G200_001B; B3_E_E_G200_001B; B3_E_W_G200_001B;
 TH_P_B1_G200_001A; TH_P_00_G200_001A; TH_P_01_G200_001A;
 TH_E_AL_G200_001A; D_AL_G251_001A; P_AL_D811_001A;
 B2_P_00_D811_01_001A ; B2_P_01_D811_02_001A ; B1_P_03_D811_03_001A;
 B3_P_02_D811_04_001A; P_AL_JC20_00; P_B1_G200_003A; P_AL_JC20_002 rev A;
 Structural Concept report by Fluid Structures Feb 2011; Energy Strategy Report by RES
 14/02/2011; Code for Sustainable Homes pre-assessment report by RES 14/02/2011;
 Highways Statement by TPP Consulting Feb 2011; Historic Environment Assessment Feb
 2011; Noise Survey & Plant Information by Sandy Brown LLP; Daylight and Sunlight report
 by GIA Feb 2011; Report on Soil Investigation by ESG Feb 2011;

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

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

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

Condition(s) and Reason(s):

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

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

- 2 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 windows and doors at a scale of 1:10 with typical glazing bar details at 1:1.

RW
hy
JD

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

Application Ref: 2011/0919/P

26 September 2011

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

**Land North of St Edmund's Terrace
Primrose Hill
London
NW8 7QU**

DECISION
Proposal:

Erection of three blocks of flats (two 6-storey blocks and one 5-storey block) with basement to provide 40 (32 private and 8 affordable) residential units (Use Class C3) and erection of 2 storey dwelling with basement (Use Class C3), following demolition of existing 8 flats and 2 houses.

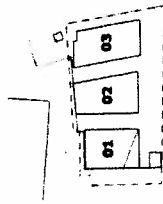
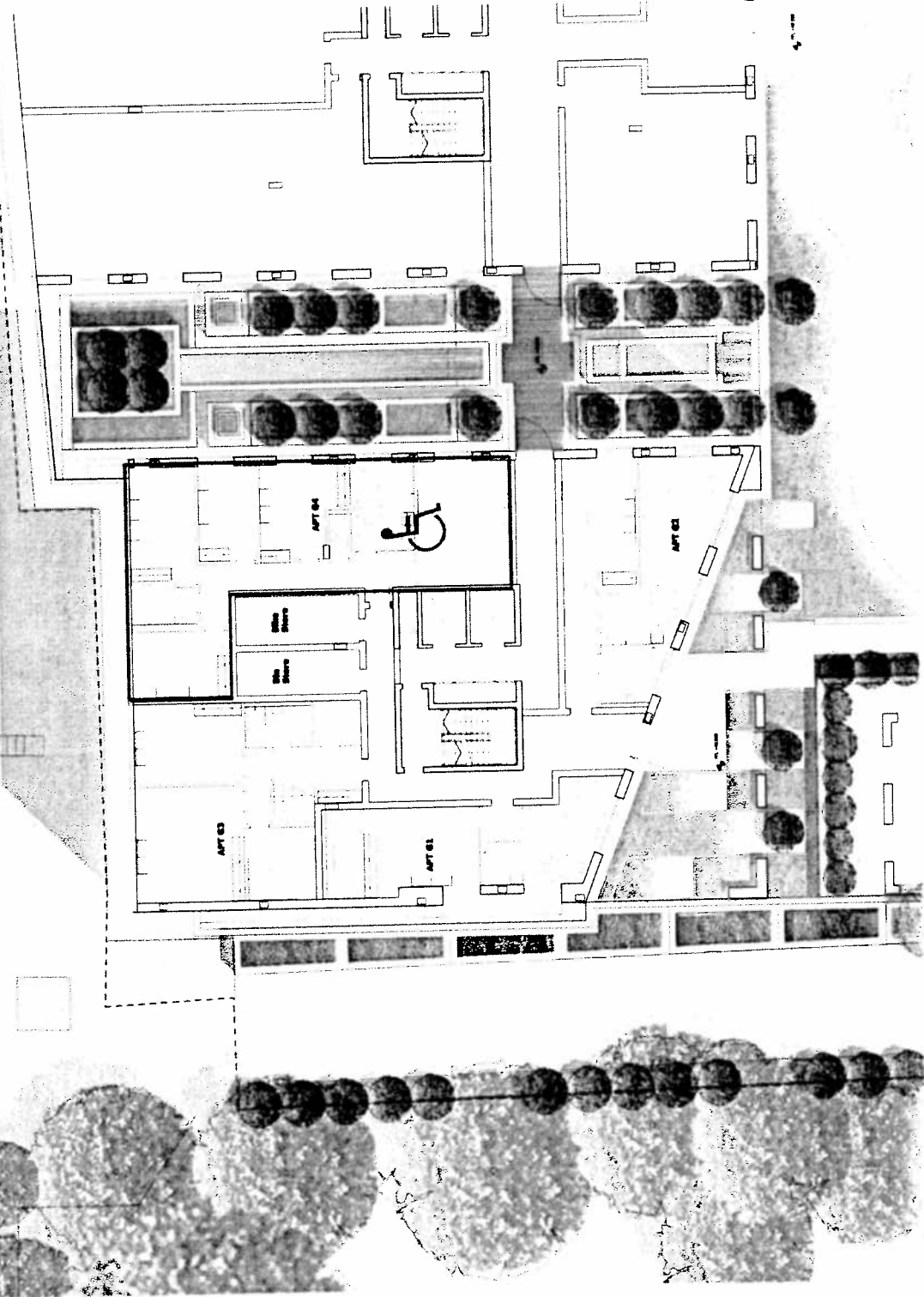
Drawing Nos: Air Quality Assessment WSP Feb 2011; Arboricultural Report by DPA Feb 2011; Ecology Report by URS Issue 1 Feb 2011; Bat Survey Report by URS Issue 1 Oct 2010; Code for Sustainable Homes Ecology Report Issue 1 Feb 2011; Landscape Design Statement by SCAPE Feb 2011 including Landscape Masterplan 230-SK-101; Response to BIA Screening Flowcharts by Fluid Structures April 2011; Letter from Tony Clothier (Water Environment Ltd) dated 28th April 2011;

P_00_G100_003A;	P_00_JA12_001A;	P_00_JA12_002A;	E_S_G100_001A;
E_N_G100_001A;	E_E_G100_001A;	E_W_G100_001A;	E_S_G100_002A;
E_N_G100_002A;	E_E_G100_002A;	E_W_G100_002A;	S_AA_G100_001A;
S_BB_G100_001A;	S_AA_G100_002A;	S_BB_G100_002A;	P_00_G200_001B;
P_01_G200_001B;	P_02_G200_001B;	P_03_G200_001B;	P_04_G200_001A;
P_05_G200_001A;	P_RF_G200_001A;	P_B1_G200_001A;	P_B2_G200_001A;
P_00_G200_002B;	P_01_G200_002B;	P_02_G200_002B;	P_03_G200_002B;
P_04_G200_002A;	P_05_G200_002A;	P_RF_G200_002A;	P_B1_G200_002B;
P_B2_G200_002A;	E_S_G200_001B;	E_N_G200_001A;	E_E_G200_001B;



NOTES

NO NEW SCALE FROM THE BUILDING
ALL IMPROVEMENTS TO BE CHECKED ON SITE
ALL DIMENSIONS AND DIMENSIONS TO BE
ADAPTED TO THE ARCHITECT'S INTENT
ALL RIGHTS RESERVED. THIS SCALE IS CONSIDERED
AND CANNOT BE REPRODUCED OR COPIED OR REPRODUCED
IN ANY FORM OR BY ANY MEANS, GRAPHIC, ELECTRONIC
OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING,
THE WRITTEN PERMISSION OF SQUIRE AND PARTNERS
ARCHITECTS



B1

- G1: 50 m² NIA
1 Bed (2 People)
2 Hab Rooms
- G2: 69 m² NIA
1 Bed (2 People)
2 Hab Rooms
- G3: 95 m² NIA
3 Hab Rooms (6 People)
3 Hab Rooms (Gnd Flr)
- G4: 121 m² NIA
4 Bed (6 People)
6 Hab Rooms

Block 01 Residential:
NIA: 323 Sq. m
GIA: 473 m²
GEA: 505 m²
Net to Gross: 68%

NO SCALE FOR PLANNING
NO SCALE FOR PLANNING
NO SCALE FOR PLANNING

Squire and Partners

77 Mark Lane, London EC3N 8JF
T: 020 778 888 F: 020 778 8495
info@squireandpartners.com
www.squireandpartners.com

Project:
St Edmunds Terrace,
London, NW5

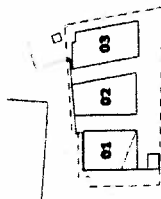
Block 01
Ground Floor Plan
Plan 4

Project:
CG 20/01/2011
10004 81_P_00_G200_001_8

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NOTES

DO NOT SCALE FROM THIS DRAWING
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ARCHITECTS



B1

- G1:** 50 m² N/A
1 Bed (2 People)
2 Hab Rooms
- G2:** 69 m² N/A
1 Bed (2 People)
2 Hab Rooms
- G3:** 85 m² N/A
3 Bed Duplex (6 People)
3 Hab Rooms (Grid P)
- G4:** 121 m² N/A
4 Bed (8 People)
6 Hab Rooms

Block 01 Residential:
N/A: 325 Sq. m
G/A: 475 m²
G/A: 505 m²
Net to Gross: 68%

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27/07/11 10
10004 B1_P_00_G200_001 B

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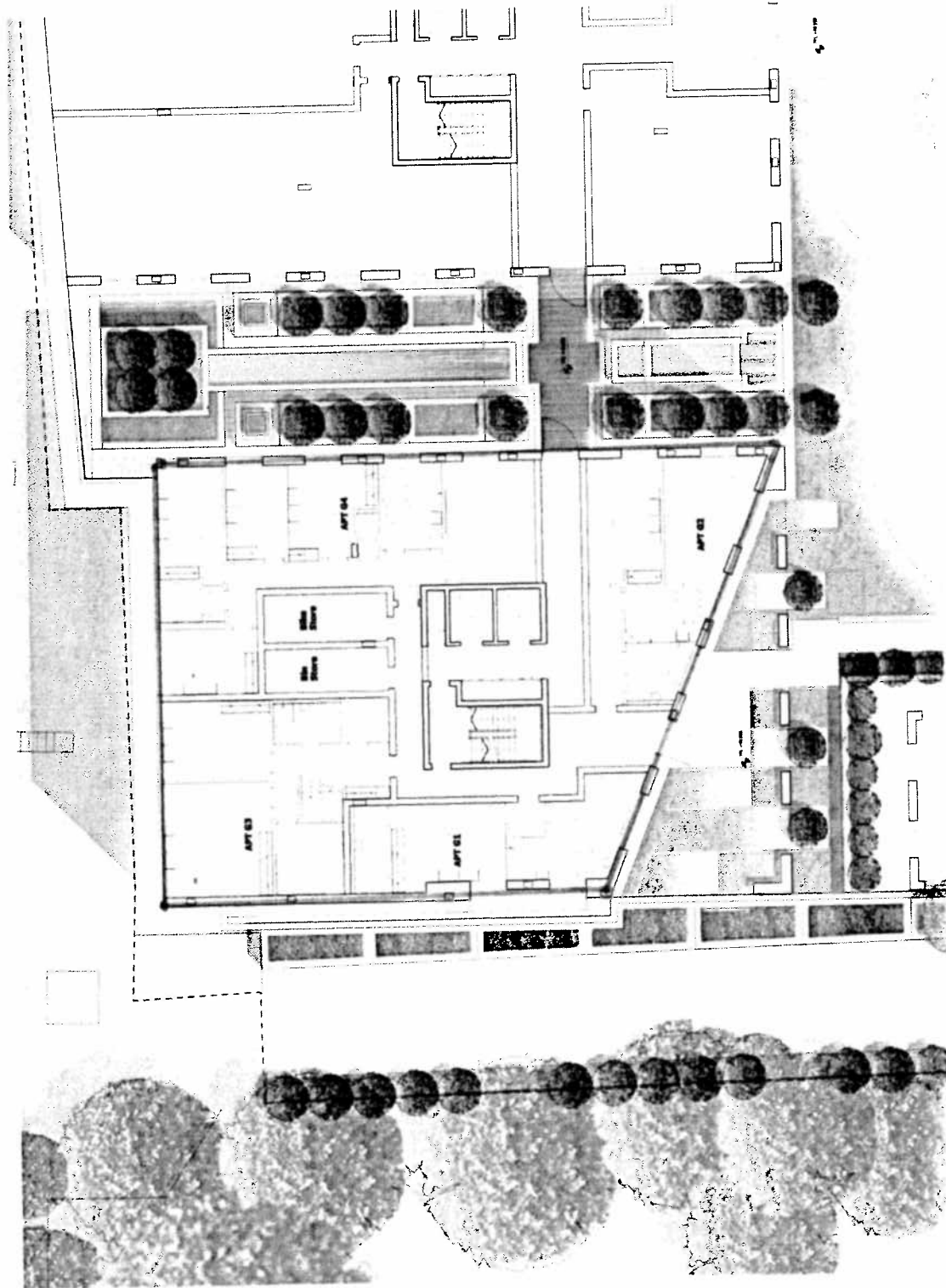
79 Mark Lane London EC3N 9JF
T: 020 7798 5000 F: 020 7231 8495
info@squireandpartners.com
www.squireandpartners.com

Project:
St Edmunds Terrace,
London, NW8

Scale:

Plan 3 - Ground Floor

Drawn: CG Date: 20/01/2011
No. 10004 B1_P_00_G200_001 B
10004 B1_P_00_G200_001 B

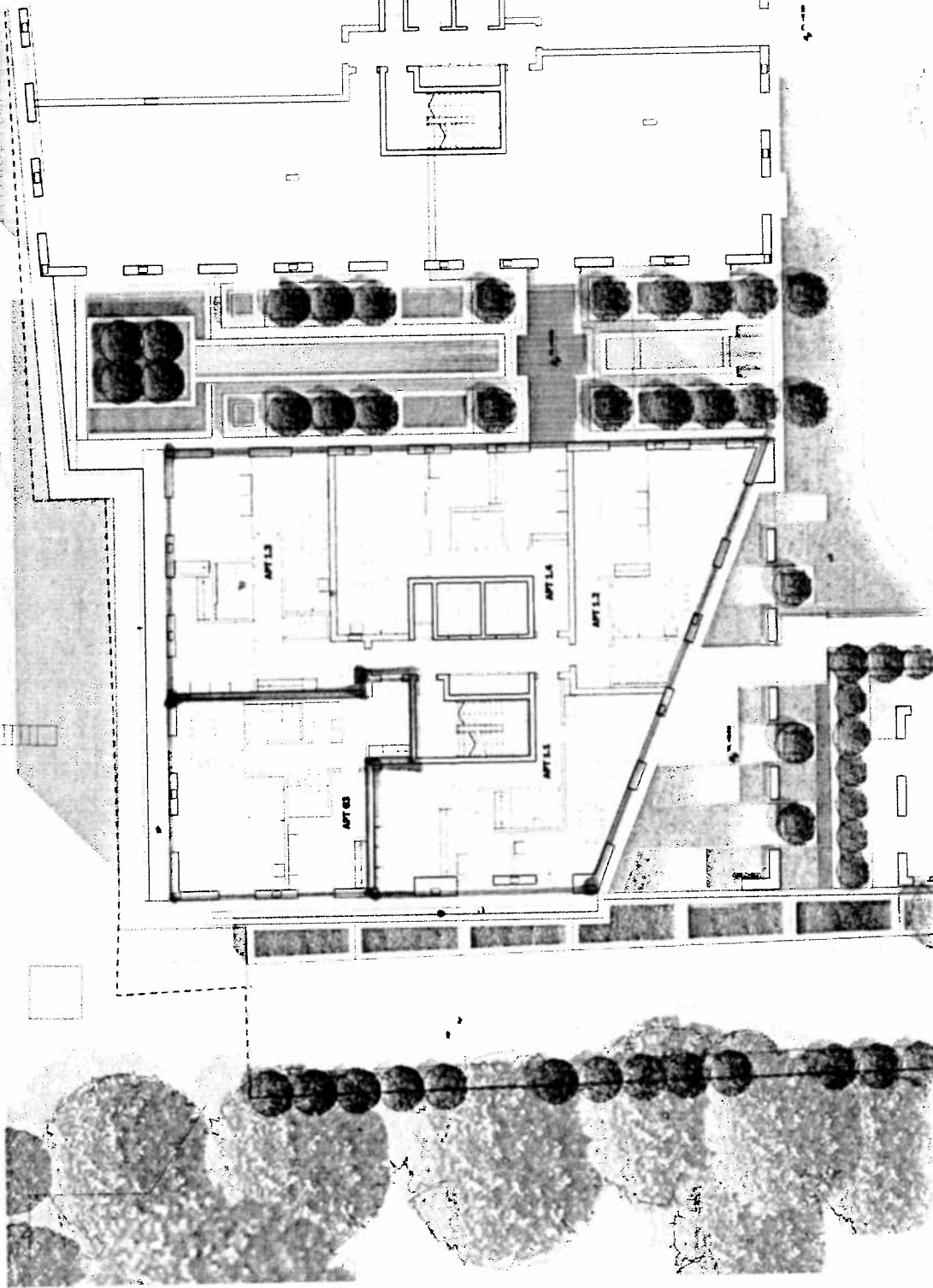


IL

RW
H

JD

NOTES
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B1

- 1.1:** 76 m² N/A
 2 Bed (3 People)
 3 Hab Rooms
- 1.2:** 67 m² N/A
 1 Bed (2 People)
 2 Hab Rooms
- 03:** 83 m² N/A
 1 Bed (2 People)
 3 Hab Rooms (1st Flr)
- 1.3:** 80 m² N/A
 2 Bed (4 People)
 3 Hab Rooms
- 1.4:** 72 m² N/A
 2 Bed (3 People)
 3 Hab Rooms

Block 01 Residential:
 N/A: 378 Sq. m
 G/A: 447 m²
 G/A: 484 m²
 Net to Gross: 85%

20/01/11 10:00
 20/01/11 10:00
 20/01/11 10:00

Squire and Partners

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 www.squireandpartners.com

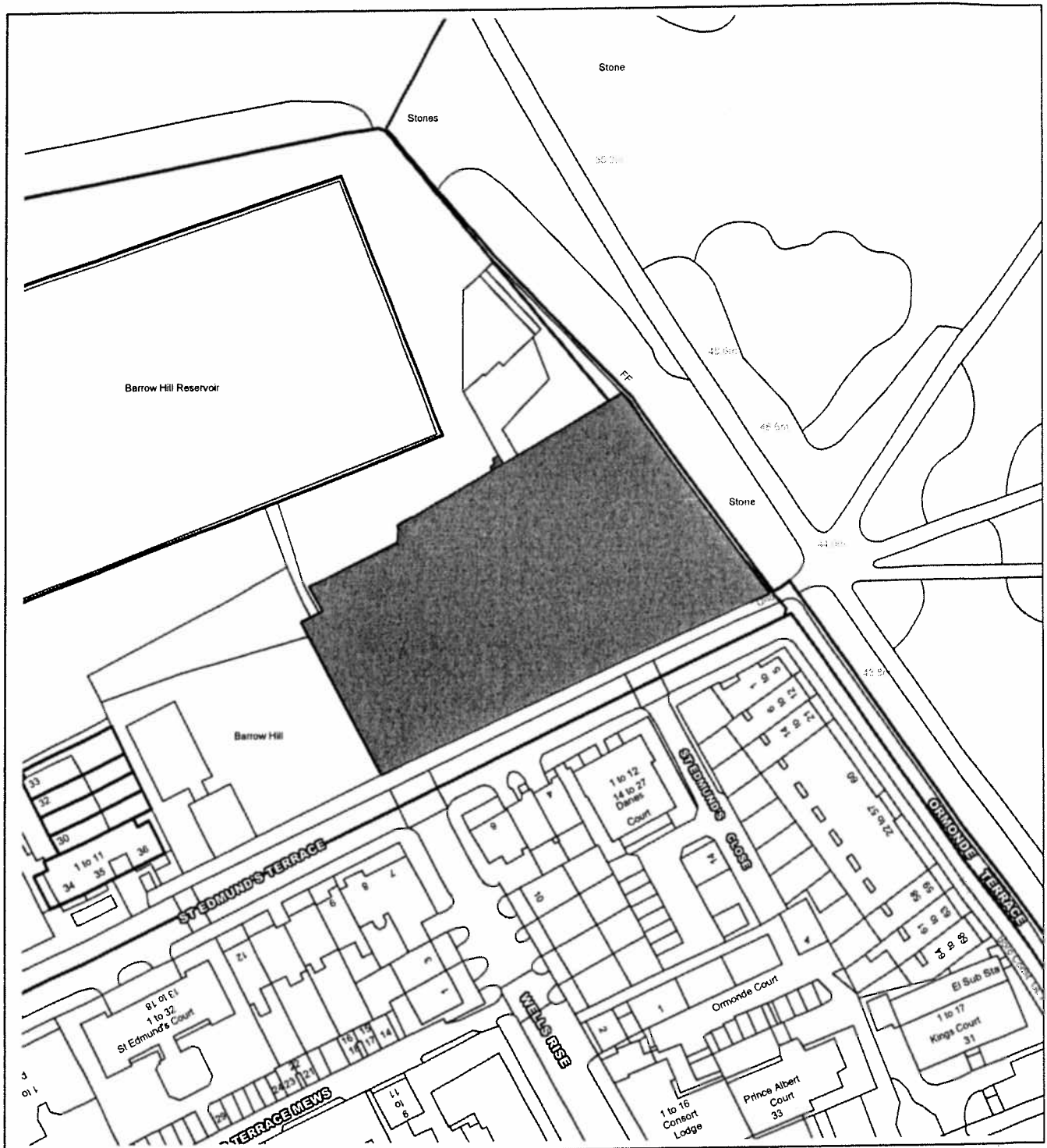
Project:
 St Edmunds Terrace,
 London, NW8

Plan 2 - First Floor

20/01/2011
 20/01/2011
 20/01/2011
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Handwritten signatures and initials:
 IL
 RW
 J D

Handwritten signatures: H, Mr, Mr, GMR



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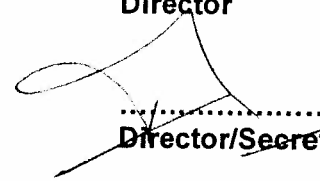
CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
BARROW HILL RESERVOIR ST EDMUND'S TERRACE
PRIMROSE HILL LONDON NW8 7QU

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

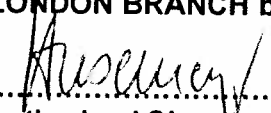

.....
Director

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


.....
Director

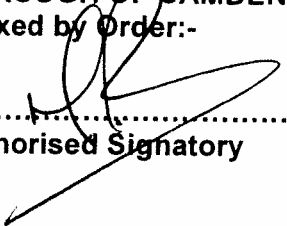

.....
Director/Secretary

EXECUTED AS A DEED on behalf of)
DEUTSCHE POSTBANK AG)
LONDON BRANCH by)


.....
Authorised Signatory


.....
Authorised Signatory

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


.....
Authorised Signatory



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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

- (vii) A plan of the local area illustrating all key local amenities such as shops, schools, health and leisure facilities;
- (viii) Contact details for local taxi operators;
- (ix) Information on local car club operators including the locations of the closest on-street bays;
- (x) Contact numbers and web details for Transport for London and National Rail Enquiries

3. The Owner shall also give consideration to the following:-

- (i) providing each new tenant with free car club or TfL Barclays Cycle Hire membership for the first year;
- (ii) an annual update of the information provided in the Welcome Pack;
- (iii) a plan showing the location of TfL Barclays Cycle Hire docking stations;
- (iv) a plan showing walking and cycling times to local amenities;
- (v) a note setting out the availability of cycle training from the Council; and
- (vi) contact details for green taxi firms.

PART II: Review and Monitoring of the Travel Plan

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

1. Review the Property's Transport Accessibility

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

2. Consultation with occupiers

THE FOURTH SCHEDULE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

For further advice on developing a Travel Plan see the DfT's travel plan website: (www.transportenergy.org.uk), Transport for London's travel plan guidance website (www.tfl.gov.uk/workplacetravelplanning) or Camden's Travel Plan partner website: www.camden.gov.uk/wtp

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

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

1. All residents will be provided with a Welcome Pack on first occupation containing information on the opportunities for and benefits of sustainable travel.
2. The Welcome Pack will include but not be limited to the following information;
 - (i) A plan illustrating walking and cycling routes in the vicinity;
 - (ii) A pamphlet outlining the benefits of walking and cycling;
 - (iii) A plan illustrating local bus routes and the location of nearby bus stops, LUL and mainline railway stations;
 - (iv) Timetables for all of the bus routes;
 - (v) A LUL network plan
 - (vi) An application form for an Oyster Card;

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.

- 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).

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 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

- 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

- 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.

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.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

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

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.

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.

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

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

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

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

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

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

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

10.3 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.

10.4 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

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 and to carry out the Highways Works in a good and workmanlike manner.

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 2011/1603/P for the Default Notice to be properly served:-

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

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

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

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

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 2011/0919/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 nor 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

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 ZN173ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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 2011/0919/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 2011/0919/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 in the form of a

does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.16.4 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.

4.16.5 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.

4.16.6 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.

4.17 CAR CAPPED

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

4.17.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.17.1 above will remain permanently.

4.17.3 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 4.17.1 of this Agreement.

4.13 ENVIRONMENTAL CONTRIBUTION

4.13.1 On or prior to the Implementation Date to pay to the Council the Environmental Contribution in full.

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

4.14 PUBLIC OPEN SPACE CONTRIBUTION

4.14.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.

4.14.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.15 TREE CONTRIBUTION

4.15.1 On or prior to the Implementation Date to pay to the Council the Tree Contribution in full.

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

4.16 HIGHWAYS

4.16.1 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.

4.16.2 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.

4.16.3 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

and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.10 WHEELCHAIR ACCESSIBLE UNIT

4.10.1 On or prior to the Implementation Date to submit to the Council for approval plans showing the Wheelchair Unit forming part of the Development is designed in accordance with Wheelchair Housing Design Guide 2006 guidelines and the Council have approved the same as demonstrated by written notice to that effect.

4.10.2 Not to Implement or allow Implementation of the Development otherwise than in strict accordance with the approved plans referred to in sub-clause 4.10.1 of this Agreement.

4.10.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed by written notice to that effect that the Wheelchair Unit has been built in accordance with the design approved by the Council in clause 4.10.1 of this Agreement.

4.11 COMMUNITY FACILITIES CONTRIBUTION

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

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

4.12 EDUCATION CONTRIBUTION

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

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

and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.8 RENEWABLE ENERGY AND ENERGY EFFICIENCY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy and Energy Efficiency Plan.
- 4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Renewable Energy and Energy Efficiency Plan as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Renewable Energy and Energy Efficiency Plan as approved by the Council have been implemented in the construction of the Development.
- 4.8.4 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 Renewable Energy and Energy Efficiency 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 Renewable Energy and Energy Efficiency Plan.

4.9 THE TRAVEL PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Travel 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 Travel 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 Travel Plan as approved by the Council from time to time

4.6 LOCAL PROCUREMENT

- 4.6.1 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.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.

4.7 SUSTAINABILITY PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.7.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.
- 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 Sustainability Plan as approved by the Council

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.

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

4.5.4 The Owner shall use all reasonable endeavours to ensure that at all times during the construction phase no less than three construction trade apprentices shall be employed at the development always ensuring that 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 not less than the National Minimum Wage

4.5.5 In the event that the Owner, having used all reasonable endeavours (as evidenced by written confirmation by the Council), is unable to provide three construction trade apprentices in accordance with Clause 4.5.4 of this Agreement the Owner shall:-

- (i) forthwith pay to the Council the sum of £7,000 (seven thousand pounds) per apprentice placement; and
- (ii) on every one year anniversary of the date the payment should properly have been made under clause 4.5.5(i) of this Agreement pay a further £7,000 (seven thousand pounds) per apprentice placement ALWAYS PROVIDED that such sum will only be payable if the anniversary falls within the Construction Phase of the Development.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in 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.

4.5 **LOCAL EMPLOYMENT**

4.5.1 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.

4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.5.1 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)

4.3.10 Not to Occupy or permit Occupation of any more than 15 private residential units (excluding Affordable Housing Units) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.3.11 For the purposes of this clause 4.3 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 4.3 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.

4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 On or prior to the commencement of the Enabling Works to provide the Council for approval a draft Construction Management Plan.

4.4.2 Not to commence nor allow commencement of the Enabling Works until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

- 4.3.3 Not to complete on the sale of more than six private residential units until such time as the Post Construction Viability Assessment has been submitted to the Council for approval in writing.
- 4.3.4 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 Assessment; 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.
- 4.3.5 If the Assessment Certified Sum exceeds the payment made under clause 2.37(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.
- 4.3.6 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.
- 4.3.7 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.
- 4.3.8 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.
- 4.3.9 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.

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 OFF-SITE AFFORDABLE HOUSING CONTRIBUTION

- 4.2.1 On or prior to Implementation to pay the Council the Affordable Housing Contribution in full.
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.3 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

- 4.3.1 The Parties agree that notwithstanding the remaining clauses in 4.3 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.
- 4.3.2 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 twenty residential units and provides sufficient information to the Council to evidence the same.

- (ii) the Owner has designed the internal layout of the Affordable Housing Units to a specification and design acceptable to a Registered Provider; and
- (iii) the Council has approved (as demonstrated by written notice to that effect) the location of the refuse area for the use of the occupiers of the Affordable Housing Units and a management scheme for collection of refuse (which shall be maintained in perpetuity by the Owner) from the approved location at an appropriate time in a manner which would not unduly affect the service charges of the Affordable Housing Units.

4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council as being suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.

4.1.5 Not to Occupy or allow Occupation of 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 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

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.17 for all relevant purposes.
- 3.9 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.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 ON-SITE AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme
- 4.1.2 Not to Implement nor permit Implementation of any part of the Development until such time as:-
- (i) the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect;

the subsequent watering and maintenance of the trees for three years provision and maintenance of two trees in the vicinity of the Development

2.53 "Wheelchair Accessible Unit"

the Social Rented Unit within the Development that is designed to wheelchair accessible for residents who are wheelchair users in accordance with the Wheelchair Housing Design Guide 2006 guidelines (as updated from time to time) published by the National Wheelchair Housing Association Group as shown edged red 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.

measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.51 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;

2.52 "Tree Contribution"

the sum of £2,000 (two thousand pounds) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt towards the replanting of two Birch trees and

2.49 "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 8,332,000 pounds (eight million three hundred and thirty two thousand pounds)

2.50 "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) based on an assessment under the Code for Sustainable Homes achieving at least Level 4 and 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
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the

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 "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

2.48 Social Rented Housing Units"

the four units of Social Rented Housing forming part of the Affordable Housing Units comprising 2x1-bed 1x3-bed and 1x4-bed units at ground floor level the same as shown edged blue on Plan 2 and 3

- c) an Air Quality Assessment prior to the use of CHP system;
- d) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP;
- e) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- f) individual heating controls and separate metering within each unit
- g) an appropriate electronic control system to monitor the Development's heating cooling and the hours of use of plant;
- 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

2.44 "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

2.45 "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

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 improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.41 "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 "Renewable Energy and Energy Efficiency Plan"

a plan (including a post construction report) setting out a package of measures to be adopted by the Owner in the occupation and management of the Development with a view to reducing carbon energy emissions across the Development by at least 18% beyond the most recent Building Regulations using all reasonable endeavours to achieve a reduction of 20% beyond the most recent Building Regulations incorporating (but not limited to) the following:-

- a) full details of the on-site renewable energy technologies including the amount proportion and location of the same;
- b) details and method of installation of a CHP unit including full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating;

- (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

2.38 "the Property"

the land known as Land North of St Edmund's Terrace Barrow Hill Reservoir St Edmund's Terrace London NW8 7QU the same as shown shaded grey on the plan annexed hereto

2.39 "the Public Highway"

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

2.40 "the Public Open Space Contribution"

the sum of £14,659 (fourteen thousand six hundred and fifty nine pounds) to be paid by the

- (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 August 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 August 2011 entitled *Affordable Housing Economic Appraisal* by Shaw Corporation) showing the residual value of the Development as £8,332,000 pounds (eight million three hundred and thirty two thousand pounds);
- (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:-

- 2.33 "Plan 5" the drawing marked "Plan 5" annexed hereto showing the Existing Buildings
- 2.34 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 1 March 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/0919/P subject to conclusion of this Agreement
- 2.35 "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
- 2.36 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.37 "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 August 2011 (entitled *Affordable Housing Economic Appraisal* by Shaw Corporation) or such other form as agreed by the Council in writing; and

- 2.23 "Intermediate Housing Units" the four units of Intermediate Housing forming part of the Development comprising 1 x 1-bed and 3 x 2-bed units at first floor level the same as shown edged red on Plan 2
- 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 drawing marked "Plan 1" annexed hereto showing the Property
- 2.30 "Plan 2" the drawing marked "Plan 2" annexed hereto showing the Intermediate Units and part of a Social Rented Unit
- 2.31 "Plan 3" the drawing marked "Plan 3" annexed hereto showing the Social Rented Units
- 2.32 "Plan 4" the drawing marked "Plan 4" annexed hereto showing the Wheelchair Unit

2.21 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.37 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.22 "Intermediate Housing Scheme"

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

- (a) Shared Ownership with an initial equity share offer of at least 15 percent and a rent level of 1.5 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.51 (or its successor policies)

- (a) the retention and repaving of the existing crossover at the eastern end of the southern Property boundary;
- (b) The creation of a new vehicular crossover to the western end of the southern Property boundary;
- (c) The repaving of the footway adjacent to the Property on St Edmund's Terrace; and
- (d) 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

2.20 "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 the Thames Works 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

receipt for the provision of education needs arising in the London Borough of Camden

2.16 "the Enabling Works"

works to be undertaken on the Property consisting of relocation decommissioning and the diversion works in connection with the existing Thames Water Utilities Limited plant and pipework instillation ("the Thames Works") together with demolition of the Existing Buildings

2.17 "the Environmental 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 provision of various pedestrian cycle, environmental and public realm improvements in the vicinity of the Development

2.18 "the Existing Buildings"

the eight flats and two houses that exist on the site as at the date of this Agreement shown hatched in black on Plan 5 and for the avoidance of doubt shall exclude the three ground level Thames Water tanks shown shaded black on Plan 5

2.19 "the Highways Contribution"

the sum of £36,020 (thirty six thousand and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the following:-

B3_E_S_G200_001B; B3_E_N_G200_001B;
 B3_E_E_G200_001B; B3_E_W_G200_001B;
 TH_P_B1_G200_001A; TH_P_00_G200_001A;
 TH_P_01_G200_001A; TH_E_AL_G200_001A;
 D_AL_G251_001A; P_AL_D811_001A;
 B2_P_00_D811_01_001A; B2_P_01_D811_02_001A;
 B1_P_03_D811_03_001A;
 B3_P_02_D811_04_001A; P_AL_JC20_00;
 P_AL_JC20_002A; P_B1_G200_003A;
 Structural Concept report by Fluid Structures
 Feb 2011; Energy Strategy Report by RES
 14/02/2011; Code for Sustainable Homes pre-
 assessment report by RES 14/02/2011;
 Highways Statement by TPP Consulting Feb
 2011; Historic Environment Assessment Feb
 2011; Noise Survey & Plant Information by
 Sandy Brown LLP; Daylight and Sunlight report
 by GIA Feb 2011; Report on Soil Investigation by
 ESG Feb 2011; Air Quality Assessment WSP
 Feb 2011; Arboricultural Report by DPA Feb
 2011; Ecology Report by URS Issue 1 Feb 2011;
 Bat Survey Report by URS Issue 1 Oct 2010;
 Code for Sustainable Homes Ecology Report
 Issue 1 Feb 2011; Landscape Design Statement
 by SCAPE Feb 2011 including Landscape
 Masterplan 230-SK-101; Response to BIA
 Screening Flowcharts by Fluid Structures April
 2011 and Letter from Tony Clothier (Water
 Environment Ltd) dated 28th April 2011;

2.15 "the Education Contribution

the sum of £294,237 (two hundred and ninety
 four thousand two hundred and thirty seven
 pounds) to be paid by the Owner to the Council
 in accordance with the terms of this Agreement
 and to be applied by the Council in the event of

E_S_G100_001A;	E_N_G100_001A;
E_E_G100_001A;	E_W_G100_001A;
E_S_G100_002A;	E_N_G100_002A;
E_E_G100_002A;	E_W_G100_002A;
S_AA_G100_001A;	S_BB_G100_001A;
S_AA_G100_002A;	S_BB_G100_002A;
P_00_G200_001B;	P_01_G200_001B;
P_02_G200_001B;	P_03_G200_001B;
P_04_G200_001A;	P_05_G200_001A;
P_RF_G200_001A;	P_B1_G200_001A;
P_B2_G200_001A;	P_00_G200_002B;
P_01_G200_002B;	P_02_G200_002B;
P_03_G200_002B;	P_04_G200_002A;
P_05_G200_002A;	P_RF_G200_002A;
P_B1_G200_002B;	P_B2_G200_002A;
E_S_G200_001B;	E_N_G200_001A;
E_E_G200_001B;	E_W_G200_001A;
E_S_G200_002B;	E_N_G200_002A;
E_E_G200_002B;	E_W_G200_002A;
S_AA_G200_001A;	S_BB_G200_001A;
S_CC_G200_001A;	S_DD_G200_001A;
S_AA_G200_002A;	S_BB_G200_002A;
S_CC_G200_002A;	S_DD_G200_002A;
S_EE_G200_002A;	S_FF_G200_002A;
B1_P_00_G200_001B;	B1_P_01_G200_001B;
B1_P_02_G200_001B;	B1_P_04_G200_001A;
B1_P_05_G200_001A;	B2_P_00_G200_001A;
B2_P_01_G200_001A;	B2_P_02_G200_001A;
B2_P_04_G200_001A;	B2_P_05_G200_001A;
B3_P_B1_G200_001A;	B3_P_00_G200_001A;
B3_P_01_G200_001A;	B3_P_02_G200_001A;
B3_P_03_G200_001A;	B3_P_04_G200_001A;
B1_E_S_G200_001B;	B1_E_N_G200_001A;
B1_E_E_G200_001B;	B1_E_W_G200_001A;
B2_E_S_G200_001A;	B2_E_N_G200_001A;
B2_E_E_G200_001A;	B2_E_W_G200_001A;

- 2.10 "the Construction Phase" the whole period between
- (i) the commencement of the Enabling Works and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.11 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.12 "Deferred Affordable Housing Contribution" the sum of £4,515,600 (four million five hundred and fifteen thousand six hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.13 "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 8,332,000 pounds (eight million three hundred and thirty two thousand pounds)
- 2.14 "the Development" erection three blocks of flats comprising two 6-storey blocks and one 5-storey block all with basement to provide 36 residential units (Use Class C3) and erection of 2 storey plus lower ground dwelling (Use Class C3) following demolition of existing 8 flats and 2 houses as shown on drawing numbers:- P_00_G100_003A; P_00_JA12_001A; P_00_JA12_002A;

local businesses and adjoining developments undergoing construction;

- (v) 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);
- (vi) measures to show management of traffic and the safeguarding of children travelling to and from St Christina's School 25 St Edmund's Terrace;
- (vii) measures to show liaison and cooperation with Thames Water and/or its contractors and agents in relation to any significant works of operation in the Barrow Hill Reservoir to the north of the Property which overlap with the Construction Phase to ensure the impact on the highway safety and amenity of adjoining occupiers is minimised;
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (ix) 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

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

2.9 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the Enabling Works the demolition of the Existing Buildings 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 Buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) effects on the health and amenity of local residences site construction workers

height of the CHP is sufficient to prevent emissions having a significant impact on the air quality objectives for nitrogen dioxide (NO₂) and particulate matter (PM10)

- (g) outlining details of the modelling software chosen, emissions and stack parameters, building parameters, meteorological data, method used to calculate background and predicted concentrations
- (h) the location and grid reference of maximum pollution concentrations shall be identified, with distance from the stack
- (i) a full discussion of any potential breaches of air quality criteria; and a discussion of model sensitivity and variation
- (j) provision of a plan showing the termination point of all exhaust stacks associated with CHP ensuring the exhaust stack shall be located away from open-windows and air inlet vents

2.7 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect project manager certifying that the Development has been practically completed

2.8 "the Community Facilities Contribution"

the sum of £62,000 (sixty two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement

under planning reference 2010/4850/P or in the event that scheme does not come forward towards the provision of Affordable Housing in the London Borough of Camden

2.4 "Affordable Housing Units"

the four Intermediate Housing Units and four 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 "Air Quality Assessment"

an assessment undertaken by the Owner which shall include the following information:-

- (a) technical details of the proposed CHP system including thermal capacity;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases whilst working;
- (d) details of flue including proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (f) an assessment using dispersion modelling to demonstrate that the stack

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL858193 and dated 26 February 2010 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|-----------------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with Government policy statement PPS3 and successor documents |
| 2.3 | "Affordable Housing Contribution" | the sum of £1,500,000 (one million five hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of the 13 Social Rented Affordable Housing units at Guinness Court St Edmund's Terrace secured |

THIS AGREEMENT is made the 3 day of October 2011

B E T W E E N:

1. **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 Fort 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 Mayfair London W1J 5HG (hereinafter called "the Owner") of the first part
2. **DEUTSCHE POSTBANK AG** (Incorporated in Germany) London Branch of 61 Queen Street London EC4R 1AF and whose address for service in the United Kingdom is 61 Queen Street London EC4R 1AF (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL858193 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 1 March 2011 and the Council resolved to grant permission conditionally under reference number 2011/0919/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

DATED

3 October

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
BARROW HILL RESERVOIR
ST EDMUND'S TERRACE
PRIMROSE HILL LONDON NW8 7QU
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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(CC, AHC, CFC, CMP, EC, E&TC, HC, LP, LL, POSC, PRC, SP, TP)
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