

DATED

27th July

2010

(1) FAIRFAX PARTNERS LIMITED

and

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

A G R E E M E N T
relating to land known as
68A DELANCEY STREET
LONDON NW1 7RY
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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G:\case files\culture & env\planning\lmm\s106 Agreements\Delancey Street 68A
(CF, EC, SMPL, HC, CMP, POSC, LL, LP, LW, SAH)
CLS/COM/LMM/1685.527
s106 20.07.10 FINAL

THIS AGREEMENT is made the 27th day of July 2010

BETWEEN:

1. **FAIRFAX PARTNERS LIMITED** (Incorporated in the Isle of Man) of 68a Delancey Steet London NW1 7RY (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of such part of the Property registered under Title Number NGL348189.
- 1.2 The Owner is the freehold owner of and is interested in part of the Property for the purposes of Section 106 of the Act.
- 1.3 The access to the Property is registered under Title Number 21263, the proprietor of which is not the Owner, however, the Property has the benefit of a right of way granted by a Transfer of the land in the title to the Property dated 23 March 1979 made between (1) Boropex Holdings Limited and (2) Saleem Akhtar and Shafiqua Yasmin Akhtar.
- 1.4 A Planning Application for the development of the Property was submitted to the Council by the Owner and validated on 27 April 2010 and the Council resolved to grant permission conditionally under reference number 2010/2288/P subject to conclusion of this legal Agreement.
- 1.5 An Application for Conservation Area Consent in relation to development of the Property was submitted to the Council by the Owner and validated on 27 April 2010 and the Council resolved to grant consent conditionally under reference number 2010/2289/C.

- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 provided by a Registered Social Landlord or the Council available to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market |
| 2.3 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.4 | Application for Conservation Area Consent | an application for conservation area consent in relation to the development of the Property submitted to the Council and validated on 27 April 2010 for which a resolution to grant consent has been passed conditionally under reference number 2010/2289/C |

2.5 "the Certificate of Practical Completion"

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

2.6 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking 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) proposals to ensure there are no adverse effects on the Conservation Area features

- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Phase"

the whole period between

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

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

2.8 "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

2.9 "the Development"

(i) Planning Permission

erection six blocks comprising a mix of one two and three storey buildings with lower ground and basement levels for eight commercial units (Class B1) two live/work units (Sui Generis) and five self-contained residential units (Class C3) (following demolition of existing two storey buildings) as shown on drawing numbers Location Plan; Site Location Plan; DSC2/1/E/A104; A103; A102; A101; A100; A201; A202; A203; A204; A301; A302; DSC2/1/P/A111; A112; A113; A114; A115; A116; A121; A122; 1205-001DSC2/1/P/A211; A212; A213; A214; A311; A312; A313; A314; Hydrogeological Review April 2010; Environmental Noise Survey 16121/PNAI.2; Sustainability Report for Planning Version 2.0; Development Site Tree Report dated 19th April 2010 and Structural Engineering Report by Symmetrys Limited

(ii) Conservation Area Consent

demolition of existing two storey office buildings on site as shown on drawing numbers set out above in (i)

2.10 "the Education Contribution"

the sum of £16,547 (sixteen thousand five hundred and forty seven pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the

provision of education needs arising in the borough

2.11 "the Energy Plan"

a plan including a post construction review securing the measures outlined in *68a Delancey Street, NW1, Camden Sustainability Report for Planning* by Price and Myers dated October 2009 including, but not limited to the following:-

(a) the detailed energy efficiency measures outlined including:-

(i) the identified u-values and air tightness levels;

(ii) heat recovery systems;

(iii) an energy efficient lighting strategy for the commercial elements which include motion sensors, timers and photo-sensors;

(iv) plus measures to minimise summer overheating

(b) the low and zero carbon technologies identified except the air source heat pumps which must be justified with a carbon dioxide calculation compared to a gas fired boiler system combined with carbon efficient cooling systems such as evaporation systems or chilled beams;

(c) design of the solar thermal system and confirmation of compatibility with condensing boilers;

- (d) final calculations of energy use and carbon dioxide emissions;
- (e) meters on all the low and zero carbon technologies; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.12 "the Existing Buildings"

the existing two storey office buildings currently located on the Property as at the date of this Agreement

2.13 "the Financial Contributions"

the Education Contribution the Highways Contribution and the Public Open Space Contribution

2.14 "the Highways Contribution"

the sum of £3,000 (three thousandpounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to comprise the following ("the Highways Works"):-

- (a) repaving of the crossover as a continuous footway;
- (b) any further works the Council reasonably requires as a direct result of the Development

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

2.15 "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 a material operation: site survey works; archaeological investigations and ground investigations and references to "Implementation" and "Implement" shall be construed accordingly

2.16 "King's Cross Construction"

the Council's flagship skills construction centre providing advice and information on finding work in the construction industry

2.17 "the Level Plans"

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

2.18 "Live Area"

the area marked as being the live element of the live work units forming part of the Development as shown shaded green on Plan 2

2.19 "Local Procurement Code"

the code annexed to the Third Schedule hereto

2.20 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy",

"Occupied" and "Occupation" shall be construed accordingly

2.21 "the Parties"

mean the Council and the Owner

2.22 "Plan 1"

the plan marked "Plan 1" annexed hereto

2.23 "Plan 2"

the drawings numbered DSC2/1/P/A113 and DSC2/1/P/A114 both marked "Plan 2" annexed hereto

2.24 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 April 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/2288/P subject to conclusion of this Agreement

2.25 "Planning Obligations
Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.26 "the Planning
Permission"

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

2.27 "the Property"

the land known as 68A Delancey Street London NW1 7RY the same as shown shaded grey on Plan 1

- 2.28 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.29 "the Public Open Space Contribution" the sum of £3,750 (three thousand seven hundred and fifty 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 improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.30 "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
- 2.31 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.32 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Property securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

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

drawings submitted and agreed with the Council;

(j) details of arrangements for refuse storage and servicing; and

(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.33 "Subsequent Planning Permission" any planning permission that may be granted in the event of any subsequent planning application for the further development of the Property

2.34 "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 to include the following:

(a) a Building Research Establishment Environmental Assessment Method 2008 assessment of the commercial element of the Development achieving at least Very Good rating with a target of achieving an Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and for the avoidance of doubt should include the Work Area forming part of the Development; and

(b) an assessment under the Code for Sustainable Homes of the residential units achieving at least Level 4 and attaining at

least 50% of the credits in each of the Energy and Water categories and at least 30% of the credits for Materials category and to use best endeavours to reach 40% of the credits for Materials category and for the avoidance of doubt should include the Live Area forming part of the Development

both to be carried out by a recognised independent verification body in respect of the Property

2.35 "Work Area"

the area marked as being the work element of the live work units forming part of the Development as shown shaded yellow on Plan 2

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

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

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 Any approval, agreement, consent, certificate or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.10 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CONSTRUCTION MANAGEMENT PLAN

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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.

- 4.1.4 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.

4.2 LOCAL EMPLOYMENT

- 4.2.1 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 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.2.2 In order to facilitate compliance with the requirements of sub-clause 4.2.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction; and (ii) take the following specific measures to ensure:-
- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
 - b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

4.2.3 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.

4.3 LOCAL PROCUREMENT

4.3.1 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.

4.3.2 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.

4.3.3 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 reasonable steps required by the Council to remedy such non-compliance.

4.3.4 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.

4.4 SUSTAINABILITY PLAN

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

- 4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.4.3 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.
- 4.4.4 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 and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.5 ENERGY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Plan.
- 4.5.2 Not to Implement nor permit Implementation until the Energy Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.5.3 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 Energy Plan as approved by the Council have been incorporated into the Development.
- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Energy Plan.

4.6 SERVICE MANAGEMENT PLAN

- 4.6.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

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

4.6.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.7 LIVE/WORK UNITS

4.7.1 To ensure that the Work Area is occupied exclusively for purposes within Class B1 of the Use Classes Order and for no other purpose and in particular to ensure that the Work Area is not occupied for any residential purpose or for any purpose ancillary to any residential purpose and in the event that the Work Area is occupied to a material extent for a purpose outside Class B1 of the Use Classes Order to cease occupation of the live/work unit in which such work area is situated forthwith and not to resume occupation of such unit until such time as the Owner has received notification in writing from the Council that in the Council's reasonable opinion such material breach has been remedied and such notification not to be unreasonably withheld or delayed.

4.7.2 Not to occupy or permit the occupation of any of the Live Area for any purpose save as residential accommodation.

4.8 FINANCIAL CONTRIBUTIONS

4.8.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.

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

4.9 HIGHWAYS

- 4.9.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.9.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
- 4.9.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.9.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.9.5 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.

4.10 CAR FREE

- 4.10.1 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.
- 4.10.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.10.1 above will remain permanently.

4.10.3 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 4.10.1 of this Agreement.

4.11 REQUIREMENT TO PROVIDE AFFORDABLE HOUSING

If at any time after the date of this Agreement a Subsequent Planning Permission is granted which gives consent to the development of additional residential units at the Property the Owner shall be subject to an agreement with the Council to secure the following:-

- 4.11.1 That an appropriate percentage (by reference to the Development Plan) of the residential units permitted by the Subsequent Planning Permission are allocated as Affordable Housing ("the Affordable Housing Units") such percentage to be applied to the aggregate total of the residential units permitted by both the Planning Permission and the Subsequent Planning Permission.
- 4.11.2 That at its own expense the Owner will (if it implements the Subsequent Planning Permission) commence and complete all works of construction conversion and fitting out necessary to provide the Affordable Housing Units in accordance with a specification approved by a Registered Social Landlord or the Council.
- 4.11.3 Not to Occupy or allow Occupation of any of the private residential units permitted by the Subsequent Planning Permission until such time as the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Homes and Communities Agency and the Council and thereafter transferred to a Registered Social Landlord for a term not less than 125 years.

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 2010/2288/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 the Construction Management Plan, Energy Plan, Sustainability Plan and Service Management 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 2010/2288/P.

- 5.6 Payment of the Financial Contribution pursuant to Clause 4.8 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM971ZL065 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = \frac{B \times (Y - X)}{X}$$
- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/2288/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 First Owner, the Second 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 of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **RIGHTS OF THIRD PARTIES**

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

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

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement 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 in the method statement:-

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

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

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

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from Site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on Site;
- k) Ensure water suppression is used during demolition operations;
- l) 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.
- m) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect

orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer. 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.

- b) 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. 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.
- c) 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.
- d) An electronic report shall be submitted to the Council 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.
- e) 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) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- c) 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. 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 saving equipment in vehicles, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE

Construction Management Plan

Highway Measures

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

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

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

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

- v) The Construction Management Plan should also include the following statement:

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

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

- all local companies which are sent a tender enquiry or a

tender invitation detailing the date and the works package or items concerned;

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

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

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
68A DELANCEY STREET LONDON NW1 7RY

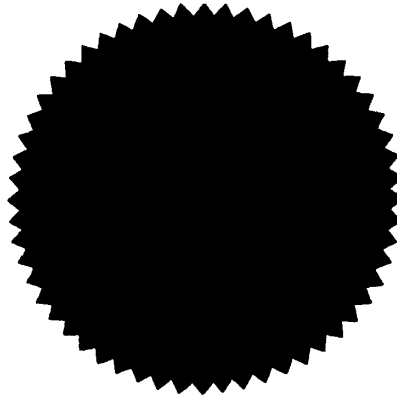
EXECUTED AS A DEED BY)
FAIRFAX PARTNERS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary FOR BARCLAYS WEALTH
DIRECTOR (ISLE OF MAN) LIMITED

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

.....
Authorised Signatory





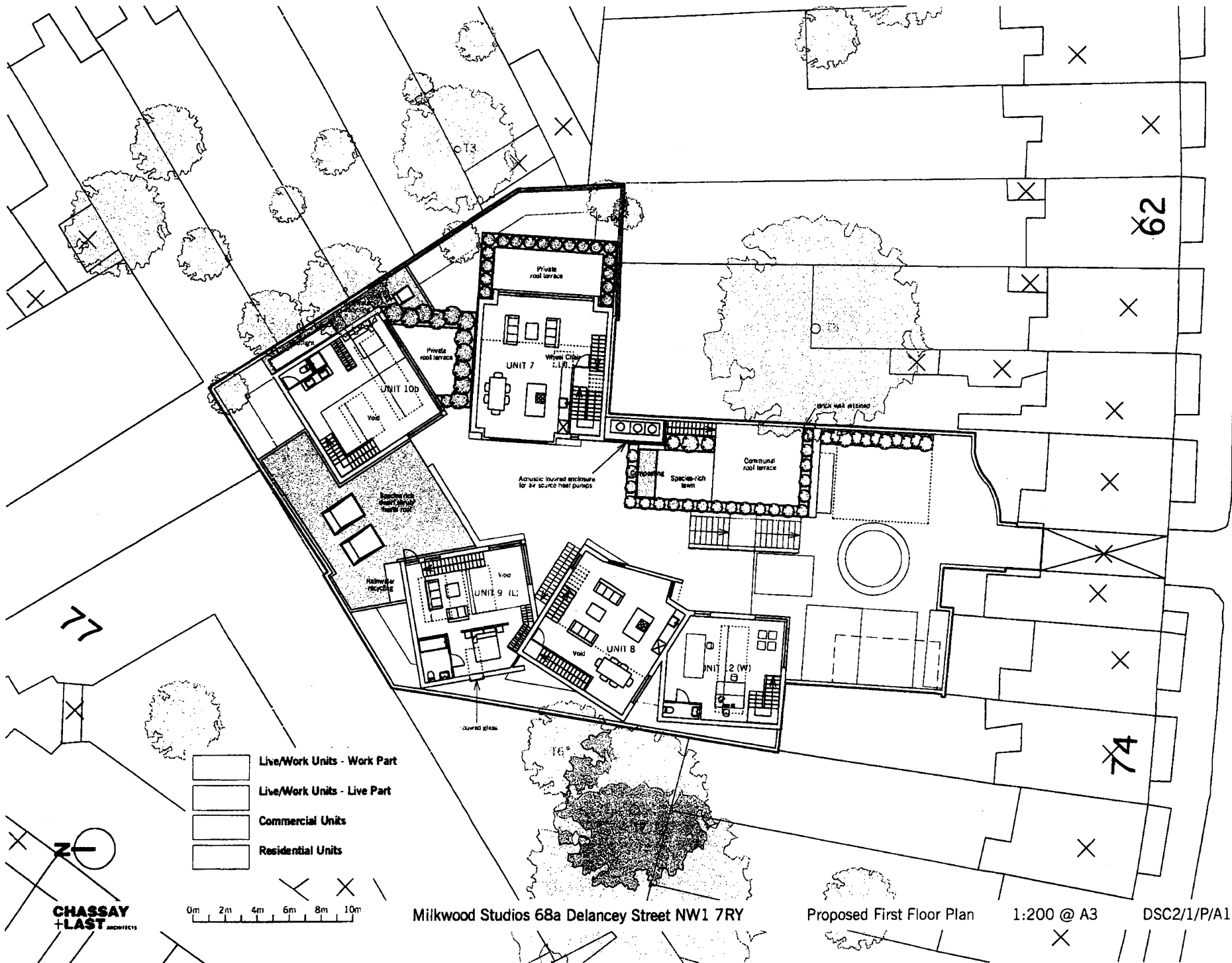
PLAN 1

Application No: 2010/2288/P
68A Delancey Street,
London,
NW1 7RY

Scale:
1:1250
Date:
20-Jul-10



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Milkwood Studios 68a Delancey Street NW1 7RY

Proposed First Floor Plan

1:200 @ A3

DSC2/1/P/A114

PLAN 2

DP9
100 Pall Mall,
London,
SW1Y 5NQ

Application Ref: 2010/2288/P

20 July 2010

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**68A Delancey Street,
London,
NW1 7RY**

Proposal:

DECISION
Erection six blocks comprising a mix of one, two and three storey buildings with lower ground and basement levels. The development will provide 31 self-contained residential units (Class C3) (following demolition of existing two storey buildings).

Drawing Nos: Structural Engineering Report by Symmetrys Limited.

Development Site Tree Report dated 19th April 2010; Code for Sustainable Homes Pre-Assessment by Price and Myers.

Hydrogeological Review April 2010; Environmental Noise Survey 16121/PNAI.2;
Sustainability Report for Planning Version 2.0.

DSC2/1/P/A211; A212; A213; A214; A311; A312; A313; A314.
Site Location Plan; DSC2/1/E/A104; A103; A102; A101
A100; A201; A202; A203; A204; A301; A302;
DSC2/1/P/A111; A112; A113; A114; A115; A116;
A121; A122; 1205-001.

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 The development hereby permitted shall be carried out in accordance with the following approved plans: DSC1/E/A104; A103; A102; A101, A100; A201; A202; A203; A204; A301; A302; DSC2/1/P/A111; A112; A113; A114; A115; A116; A121; A122; 1205-001; DSC2/1/P/A211; A212; A213; A214; A311; A312; A313; A314; Hydrogeological Review April 2010; Environmental Noise Survey 16121/PNA1.2; Sustainability Report for Planning Version 2.0.; Development Site Tree Report dated 19th April 2010; Code for Sustainable Homes Pre-Assessment by Price and Myers; Structural Engineering Report by Symmetrys Limited.

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

- 3 Samples of the facing materials to be used on the proposed colour, texture, face-bond and pointing shall be provided and approved by the Council before the relevant parts of the work are commenced. All work shall be carried out in accordance with the approval given.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 1.8 metre high screens, details of which shall have been submitted to and approved by the Council, shall be erected on the both the communal roof terrace and the terrace serving Unit 7 prior to commencement of use of the roof terraces, and the screens shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

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

- 6 Before the commencement of any part of the development, details of the proposed cycle storage area for the development shall be submitted and approved by the Council. The approved facility shall be provided in accordance with the approved details prior to the first occupation of any of the new units, and thereafter permanently maintained and retained as such.

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

- 7 Prior to the commencement of the development, plans showing details of the green roofs and walls, 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 of maintenance shall be submitted to and approved by the Council. The green roofs and walls shall be provided in accordance with the approved details prior to first occupation of any of the new units, and thereafter permanently 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 SD9, N5 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and Camden Planning Guidance 2006.

- 8 No development shall take place until: a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details. c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous use of the site in

accordance with policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 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 are 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 amenity of adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 Prior to the commencement of the development, details of bat and bird boxes to be installed on the buildings hereby approved shall be submitted to, and approved in writing by, the Local Planning Authority. The bat and bird boxes shall be provided in their entirety in accordance with the approved details prior to the first occupation of any of the new units, and thereafter be maintained and retained as such.

Reason: In the interests of maintaining biodiversity in accordance with Policy N5 of the London Borough of Camden Replacement Unitary Development Plan.

- 11 The section of the development hereby approved shall be used for residential purposes only, and shall not be used for sitting out.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting planning permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD2 Planning Obligations, SD6 Amenity for occupiers and neighbours, SD7 Light, noise and vibration pollution, SD8 Disturbance, SD9 Resources and energy, H1 New Housing, H7 Lifetime homes and wheelchair housing, H8 Mix of units,

B1 General design principles, B6 Listed buildings, B7 Conservation areas
N4 Providing public open space, N5 Biodiversity, N8 Ancient woodlands and trees,
T1 Sustainable transport space, T2 Capacity of transport provision, T3 Pedestrians and cycling, T7 Off-street parking, city car clubs and city bike schemes, T8 Car free

housing and car capped housing, T9 Impact of parking, T12 Works affecting highways, E2 Retention of existing business uses and E4 Live/Work Units.

Further more the proposal accords with the specific policy requirements in respect of the following principle considerations:- additional housing, upgraded employment space, a high standard of design having regard for local context and the incorporation of environmentally sustainable measures.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, excavations near neighbouring buildings. You are advised to consult a qualified and experienced Building Engineer.
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any significant noise from construction other than within the hours stated above.
- 5 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 Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 Large underground structures (e.g. Basement car parking) constructed below the water table may act as an obstruction to groundwater flows. Consequently, a building-up of groundwater levels may occur on the up-gradient side of such structures. Any drainage systems proposed for such structures should also be capable of allowing groundwater flows to bypass the structure without any unacceptable change in groundwater levels, or flow in groundwater-fed streams, ditches or springs.

- 8 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or from the Council's One Stop Reception, Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020 7974 5613 or email env.devcon@camden.gov.uk).

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

DATED

27th July

2010

(1) FAIRFAX PARTNERS LIMITED

and

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

A G R E E M E N T
relating to land known as
68A DELANCEY STREET
LONDON NW1 7RY
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\Delancey Street 68A
(CF, EC, SMPL, HC, CMP, POSC, LL, LP, LW, SAH)
CLS/COM/LMM/1685.527
s106 20.07.10 FINAL