

DATED 22 March

2010

**(1) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES 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
2 – 8 Ridgmount Street and 6 Store Street, London, WC1E 7AA
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
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THIS AGREEMENT is made the 22 day of March 2010

BETWEEN:

1. **WOBURN ESTATE COMPANY LIMITED** (Co. Regn. No. 01608381) and **BEDFORD ESTATES NOMINEES LIMITED** (Co. Regn. No. 03743508) both of whose registered office are at The Bedford Office, Woburn, Milton Keynes, MK17 9PQ (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 the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 21 July 2009 and the Council resolved to grant permission conditionally under reference number 2009/2629/P subject to conclusion of this legal Agreement.
- 1.3 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.
- 1.4 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.
- 1.5 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 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Carbon Reduction Plan" | a plan setting out the measures to be adopted by the Owner in the construction and management of the Development with a view to reducing carbon energy emissions by at least 15.9% by use of renewable energy technologies |
| 2.4 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor/architect/project manager certifying that the Development has been completed |
| 2.5 | "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 |
| 2.6 | "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 impact on and |

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

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no material 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 Development"

Reconstruction of Bloomsbury Service Station following demolition of existing building, construction of a three storey building at 2 Ridgmount Street and erection of a three storey building (behind a retained façade) at 4 – 8 Ridgmount Street and alterations to 2 Ridgmount Street and alterations to 2 Ridgmount Street to create a Class A1 (shop)/Class A3 (restaurant) and Class B1 (office) floorspace as shown on drawing numbers: Proposed Construction Management; Noise Survey Report; Desk Study and Ground Investigation Report; Assessment of Proposals; Issue Status; Renewable Energy and Sustainable Design Options; Transport

Statement; (22)902 Rev B; (22)901 Rev H;
(01)001 Rev B; (01)100 Rev E; (01)800 Rev G;
(01)700 Rev K; (01)604 Rev G; (01)603 Rev H;
(01)602 Rev I; (01)601 Rev I; (01)301 Rev E;
(01)300 Rev E; (01)201 Rev E; (01)200 Rev E;
(01)102 Rev E; (01)101 Rev E; (01)801 Rev G;
103 Rev E; (22)900 Rev F; (01) 910 Rev A;
Rev I (22)903 Rev B; (22)904 Rev A

2.9 "the Highways
Contribution"

the sum of £19,200 (nineteen thousand two hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following:

- Removal of the redundant crossovers and repave the footway adjacent to the site along 2 – 8 Ridgmount Street and 6 Store Street

("the Highways Works") 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

2.10 "the Implementation
Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.11 "the Level

- Plans** plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.12 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council and the Owner
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 21 July 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/2629/P subject to conclusion of this Agreement
- 2.15 "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
- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 2 – 8 Ridgmount Street and 6 Store Street, London, WC1E 7AA the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.19 "Residential

- Accommodation” the provision of at least 404 square metres residential accommodation at 47 – 49 Gower Street as permitted by planning permission 2009/2023/P
- 2.20 “the Sustainability Plan” a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Excellent rating and a target of attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and obtaining at least Level 3 of the Code for Sustainable Buildings 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
- 2.21 “The Travel Plan” a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the Second Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that the provisions involving requirements or obligations to be met prior to or restricting or relating to the Implementation of the Development shall come into effect on the date hereof and otherwise the covenants undertakings and obligations contained within this Agreement shall take effect and 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 Whenever in the planning obligation there is a requirement for the Council and/or the Owner to give its consent approval or agreement to any matter act or thing in any such case that consent approval or agreement shall not be unreasonably withheld or delayed.

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 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 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 SUSTAINABILITY PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.2.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.2.4 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.

4.3 CARBON REDUCTION PLAN

- 4.3.1 On or prior to Occupation to submit to the Council for approval the Carbon Reduction Plan
- 4.3.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Carbon Reduction Plan as demonstrated by a written notice to that effect
- 4.3.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in accordance with the Carbon Reduction 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 Carbon Reduction Plan.

4.4 TRAVEL PLAN

- 4.4.1 The Owner covenants with the Council to submit a draft of the Travel Plan to the Council on or prior to the Implementation Date.
- 4.4.2 The Owner covenants with the Council not to occupy or permit occupation of any part of the Development until such time as the Council has approved the Travel Plan.
- 4.4.3 The Owner covenants with the Council that 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.5 PROVISION OF RESIDENTIAL ACCOMODATION

- 4.5.1 The Owner covenants to the Council that it will not permit the Occupation of the Development until the Residential Accommodation is ready for Occupation as confirmed by the Council in a written notice to that effect

4.6 HIGHWAYS CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.6.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.6.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.6.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.6.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.6.6 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.
- 4.6.7 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.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2009/2629/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner

shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 Payment of the Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the

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

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

5.8 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 2009/2629/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 by the Owner within 28 days of the date of this Agreement.

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 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 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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

- 8.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
WOBURN ESTATE COMPANY LIMITED)
acting by a Director and its Secretary)
or by two Directors)

..... DHFSX

Director

..... McCarthy

Director/Secretary

EXECUTED AS A DEED BY)
BEDFORD ESTATES NOMINEES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

..... DHFSX

Director

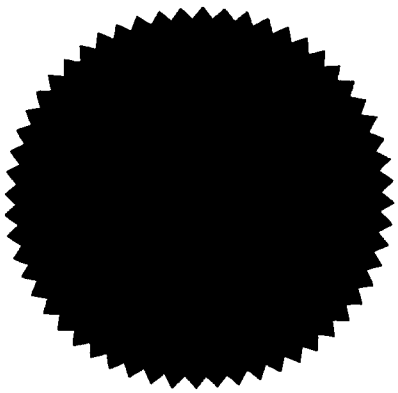
..... McCarthy

Director/Secretary

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

..... [Signature]

Authorised Signatory



THE FIRST 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) Start and end dates for each phase of construction.
- b) The proposed working hours within which vehicles will arrive and depart.
- c) The access arrangements for vehicles.
- d) 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
- e) 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.
- f) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- g) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- h) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- i) Details of proposed parking bays suspensions and temporary traffic management orders.
- j) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).

- k) Details of hoarding required or any other occupation of the public highway.
- l) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- m) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- n) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- o) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- p) 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 giving a reason why. 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.
- q) 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.
- r) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- s) 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.
- t) Any other relevant information with regard to traffic and transport.
- u) 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 SECOND SCHEDULE

THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

(For further advice on developing a Travel Plan see the DfT's travel plan website: www.transportenergy.org.uk) or Camden's 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 to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of staff and consider potential park and ride type services or shuttle-type services for staff, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
- c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for staff and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by this Property and the proposed additional Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Staff Parking and travel

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking /teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities

Consideration shall also be given to providing:

- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance

- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. 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 employees

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

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee 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 employers business. The Owner will consult with the Council and providers of public transport 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 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.

Gerald Eve LLP
7 Vere Street
London
W1G 0JB

Application Ref: **2009/2629/P**

1 March 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:

2 - 8 Ridgmount Street and 6 Store Street

Proposal:

Reconstruction of Blenheim House, 2 Storey, involving demolition of existing building, construction of a three storey building at 2 Ridgmount Street and construction a three storey building (behind a retail building) at 4-8 Ridgmount Street and a conversion to 2 Ridgmount Street to create an office building (with a total of 1000 sq ft of office) floorspace.

Drawing Nos: Proposed Construction Management; Noise Survey Report; Desk Study and Ground Investigation Report; Assessment of Proposals; Issue Status; Renewable Energy and Sustainable Design Options; Transport Statement; (22)902 Rev B; (22)901 Rev H; (01)001 Rev B; (01)100 Rev E; (01)800 Rev G; (01)700 Rev K; (01)604 Rev G; (01)603 Rev H; (01)602 Rev I; (01)601 Rev I; (01)301 Rev E; (01)300 Rev E; (01)201 Rev E; (01)200 Rev E; (01)102 Rev E; (01)101 Rev E; (01)801 Rev G; 103 Rev E; (22)900 Rev F; (01) 910 Rev A; Rev I (22)903 Rev B; (22)904 Rev A.

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 No development shall take place until samples of the materials to be used in the construction of the external surfaces hereby permitted have been submitted and approved in writing by the local planning authority. In addition a sample panel of the facing brickwork should be erected on-site and approved by the Council before the relevant parts of the work are commenced. The panel must be 1m by 1m and demonstrate the proposed colour, texture, face and pointing of the brickwork.

The relevant part of the work shall be carried out in accordance with the approved details.

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

- 3 All new external work to no. 6 Store Street and 4-8 Ridgmount Street shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance 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 All architectural features on the front elevation of the former petrol station e.g. frieze, decorative motifs, cill profile, plinth profile and window details railings shall be accurately recorded at a scale of no less than 1:5. Evidence of this recording shall be submitted to and approved by the Local Planning Authority prior to demolition commencing.

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.

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

a) Typical details of new railings at a scale of 1:10 with finials at 1:1, including materials, finish and method of fixing into the plinth .

b) Plan, elevation and section drawings of all new window and door openings,

including jambs, head and cill, at a scale of 1:10 with typical glazing bar details at 1:1.

The relevant part of the works shall then be carried in accordance with the approved details

Reason: In order to safeguard the character and appearance of the conservation area in accordance with the requirements of policy B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Prior to demolition commencing, details of the removal and storage of all features of the petrol station identified on the approved method statement (ref: (22)904 rev. A) as being retained e.g bricks, doors and window shall be submitted to and approved by the Local Planning Authority. Demolition shall not commence until approval of the submitted details is given by the Local Planning Authority.

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

- 7 Prior to installation details including plans, elevations and sections of all advertisements, signage and content of the art panel at a scale of at least 1:20 shall be submitted to the Local Planning Authority for approval. The relevant parts of the works shall then be carried out in accordance with any approved details.

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.

- 8 No developments shall take place on any of the areas of soft landscaping and means of enclosure of an on-bank, open areas have been submitted to and approved by the Council. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 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.

- 10 The use hereby permitted shall not be carried out outside the following times 09:00am to 11:15pm Mondays to Saturdays and 10:00am to 10pm on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6 and R1B,R2,R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 11 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, R1B,R2 and R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 Noise levels at a point 1m above the sensitive façade 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 amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD7A, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 13 Before the use commences, the scheme for the ventilation of and the extraction of fumes from the premises to an adequate outlet level, including details of sound attenuation for any necessary plant shall be provided in accordance with the scheme hereby approved by the Council. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B,SD8, Appendix 1, R1B,R2,R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 14 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;
 - b) The investigation has been carried out in accordance with the approved details and the results remediation measures (if necessary) have been submitted to and approved by the Council and

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 industrial/storage use of the site in accordance with policy SD10B of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 15 Before the development commences, details of the proposed cycle storage area for 5 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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- 16 Full details in respect of the biodiversity roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies N5 and SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and the Planning Gain 2006.

- 17 Access onto the adjacent 2nd floor rear window of the building at 2 Store Street shall be provided for maintenance of the building only and for no other purposes.

DECISION

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

- 18 The refuse and recycling storage area as approved shall be provided in its entirety prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8, Appendix 1, R1B, R2 and R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 19 The use of the external tables and chairs on the forecourt of 6 Store Street shall cease by 9pm Monday to Sunday.

Reason: To safeguard the amenities of the adjoining premises and the area

generally in accordance with the requirements of policies SD6, R1B,R2 and R3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

1 Reasons for granting 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 SD1c (Access for all); SD1d (Community safety); SD3 (Mixed Use Development); SD6 (Amenity for occupiers and neighbours); SD7 (Light, noise and vibration pollution); SD8 (Disturbance); SD9 (Resources and energy); SD10 (Hazards); B1 (General Design Principles); B3 (Alterations and extensions); B6 (Listed buildings); B7 (Conservation areas); N4 (Providing open space); N5 (Biodiversity); T1 (Local roads and entertainment); R2 (General impact of retails and other uses); E1 (Location of business uses); E2 (Retention of existing buildings); E3 (Transport Assessments); T1C (Travel plans); T3 (Pedestrians and Cycling); T9 (Impact of Parking) (UDP); T12 (Works affecting highways) and Appendix 1 Noise and vibration standards. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 2 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular, your consent shall not prevent the Council from granting permission for any part of the proposed works over any highway (including footway). Permission should be sought from the Council's Highway Engineering Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 4444) or email highwayengineering@camden.gov.uk
- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 4 You are advised that any works of alterations or upgrading not included on the approved drawings which are required to satisfy Building Regulations or Fire Certification may require a further application for listed building consent.
- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be

heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

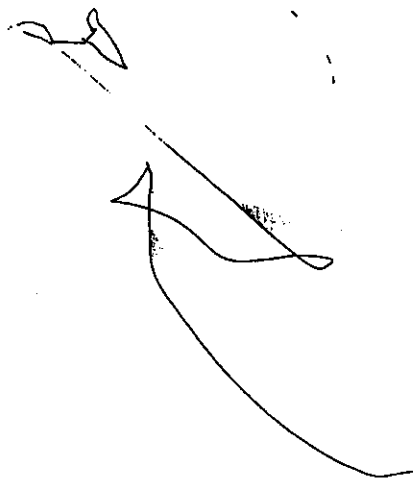
- 7 You are advised that condition 10 means that no customers shall be on the premises and no activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.
- 8 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Planning and Information Team, Culture and Environment Directorate, Planning Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 9 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 10 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914. or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling

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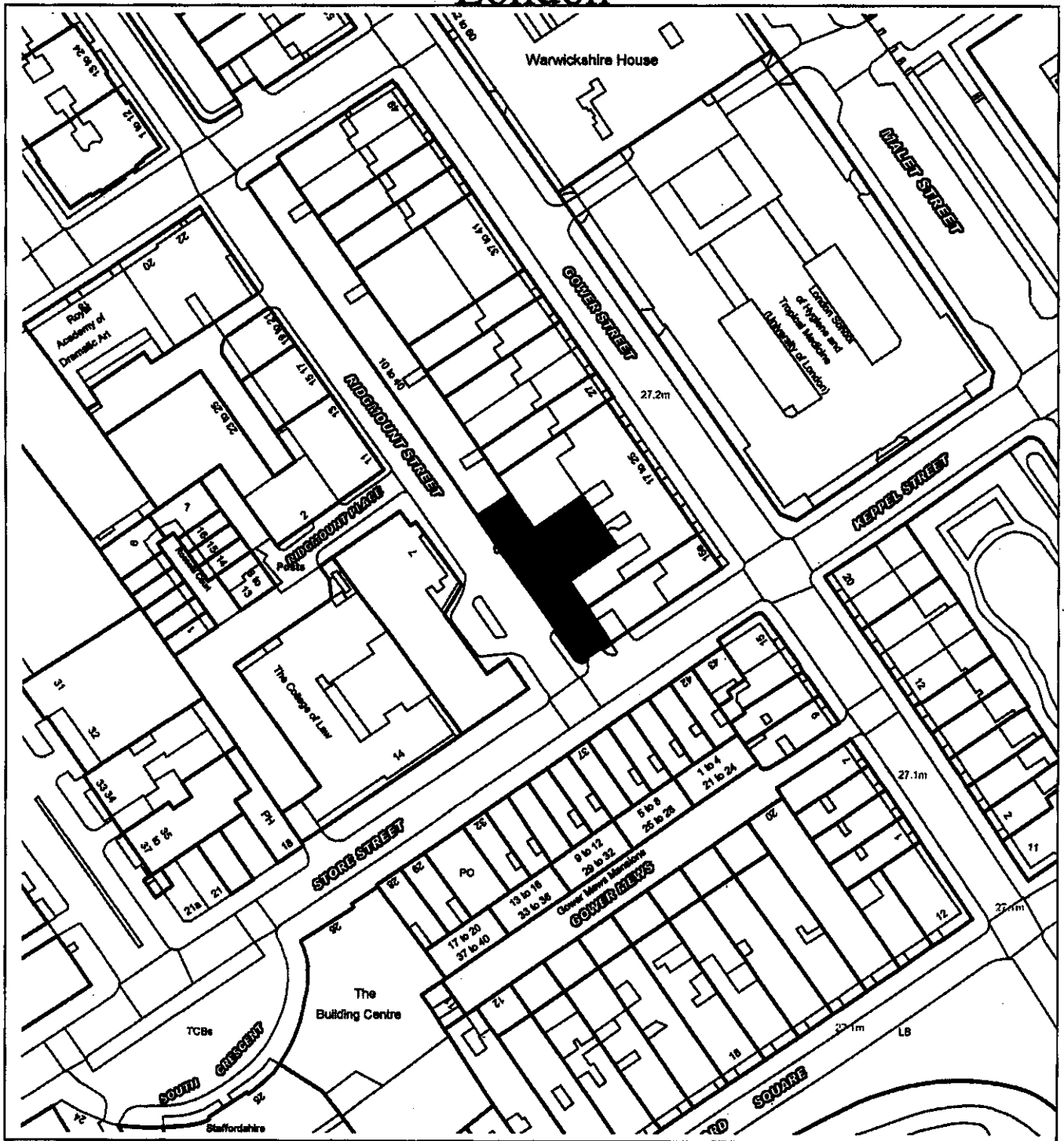
DECISION

Yours faithfully

Culture and Environment Directorate



2 – 8 Ridgmount Street and 2 Store Street, London



DATED 22 March

2010

**(1) WOBURN ESTATE COMPANY LIMITED and
BEDFORD ESTATES NOMINEES 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
2 – 8 Ridgmount Street and 6 Store Street, London, WC1E 7AA
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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