

DATED

19 November

2009

(1) SSBB LIMITED LIABILITY PARTNERSHIP

and

(2) LINCOLN SMALL

and

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

A G R E E M E N T
relating to land known as
1 MILL LANE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
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THIS AGREEMENT is made the 19 day of November 2009

B E T W E E N:

1. **SSBB LIMITED LIABILITY PARTNERSHIP** (LLP. Regn. No. OC325810) whose registered office is at 76 Cambridge Road Kingston-Upon-Thames Surrey KT1 3NA (hereinafter called "the First Owner") of the first part
2. **CHRISTOS SAVVA** of 28 Woodgrange Avenue, Ealing Common, London, NW6 1NT (hereinafter called "the Second Owner")
2. **LINCOLN SMALL** of Willow Lodge Barnet Lane Elstree Borehamwood Hertfordshire WD6 3QZ (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL817204 subject to a charge to the Mortgagee under title number NGL64177.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 24 February 2009 and the Council resolved to grant permission conditionally under reference number 2009/0177/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

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

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 For the purposes of this Agreement the First Owner and Second Owner are defined as the Owner.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL817204 and dated 30 March 2008 is willing to enter into this Agreement to give its consent to the same.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL64177 and dated 5 December 2006 is willing to enter into this Agreement to give consent to the same.

2. DEFINITIONS

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

- | | | |
|-----|-----------------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Additional Housing Contribution" | additional contribution of 2.5% of the Gross Development Value Margin which shall only be payable where the Gross Development Value Margin is more than 10% of the gross development value as ascertained by the GLA Toolkit Assessment dated 2 April 2009 |

- 2.3 "Affordable Housing" low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing or Intermediate Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market
- 2.4 "Affordable Housing Units" the two Intermediate Housing Units and five Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
- 2.5 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.6 "Area of Nature Conservation" the area edged red on plan 4
- 2.7 "Area of Nature Conservation Contribution" the sum of £277,200 (Two Hundred and seventy seven thousand two hundred pounds) to be spent by the Owner in accordance with the Area of Nature Conservation Plan on the Area of Nature Conservation
- 2.8 "Area of Nature Conservation Plan" a strategy setting out how the Owner will allocate and spend the Area of Nature Conservation Contribution on the improvement and upkeep of the Area of Nature Conservation to include (but not limited to):-
- (a) identification of proposed works of improvement to the Area of Nature Conservation;
 - (b) identification of works of repair and maintenance to the Area of Nature Conservation

- (c) provision to ensure the Area of Nature Conservation remain available for members of the public to pass and re-pass;
- (d) the financial responsibilities the Owner will bear including evaluation of costs and meeting the same;
- (e) a mechanism for review and monitoring of the Area of Nature Conservation plan as reasonably required from time to time

such plan to be submitted to the Council for approval (such approval not to be unreasonably withheld or delayed) and shall also contain mechanisms for the following:-

- (f) to ensure the Council is able to monitor and account for the spending of the Area of Nature Conservation Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the Area of Nature Conservation Contribution has been spent in accordance with the approved Area of Nature Conservation Plan;
- (g) reporting back to the Council on a three monthly basis (or such other period as may be agreed by the Council in writing) such agreement not to be unreasonably withheld or delayed) with detailed accounts setting out how much of the Area of Nature Conservation Contribution was spent in the preceding months (including a breakdown of monies and fees) on what project and to whom the monies were paid

- providing evidence in the form of documents, receipts or any other form of evidence the Council requires in order to confirm the Area of Nature Conservation Plan has been complied with; and
- (h) for ensuring value for money is achieved in the allocation and expenditure of the Area of Nature Conservation Contribution
- 2.9 "The Certificate of Practical Completion" the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction
- 10 "the Community Facilities Contribution" the sum of £55,000 (fifty five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of community facilities in the vicinity of the Development
- 2.11 "The Construction Phase" the whole period between
- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion.
- 2.12 "Construction Management Plan" the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development and secure the boundary of the Property during the Construction Phase in accordance with the Council's Considerate Contractor Manual
- 2.13 "Construction Working Group" the group to be established by the Owner in accordance with clause 4.3 of this Agreement

2.14 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.15 "the Development"

demolition of all existing buildings and erection of a 4 storey main building and a two storey detached building comprising of 28 residential units (1 x 1-bedroom; 15 x 2-bedroom; 10 x 3-bedroom; 2 x 4-bedroom) with associated car and cycle parking amenity space and landscaping (including the creation of a new area of designated open land for nature conservation) as shown on drawing numbers A/100A, A/101A, A/102A, A/103A, A/104 A, A/105 A, A/106 A, A/201 A, A/202 A, A/203 A, A/204 A, A/205 A, A/206 A, A/501 A, A/502 A, A/503 A, , 981-02 Rev C, 981-03 Rev C, 981-04 Rev C; j38.54/01; 02 RevB; EC/201; EC202; EC203; EC204; P-001; P-002; P-003; Site Survey; Transport Statement; Ground Investigation Report; Sustainability Statement, Preliminary Assessment for Planning Services dated 02/02/09; Vibration Logging Chart; Design and Access Statement.

2.16 "Development Phase"

the whole period between the date commencing on the Implementation Date and the date that is three months after the issue of the Certificate of Practical Completion.

2. 17 "the Education Contribution"

the sum of £105,924 (one hundred and five thousand nine hundred and twenty four pounds)

to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2. 18 "the Financial Contributions"

the Area of Nature Conservation Contribution, the Community Facilities Contribution, the Education Contribution and the Highways Contribution

2.19 "Gross Development Margin"

90% of the amount by which the gross development value as ascertained by the GLA Toolkit assessment submitted prior to the transfer of Affordable Housing Units exceeds the gross development value as ascertained by the GLA Toolkit assessment dated 2 April 2009.

2. 20 "the Highways Contribution"

the sum of £28,033.76 (Twenty eight thousand and thirty three pounds and 76 pence) 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 ("the Highways Works"):-

(a) repaving along the frontage 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. 21 "the Highways Plans

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

2. 22 "the Public Highway"

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

2. 23 "the Implementation Date"

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

2.24 "Intermediate Housing"

Affordable Housing available on a HomeBuy basis to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan

2.25 "Intermediate Housing Scheme"

the programme where the Owner ensures the Intermediate Housing Units are occupied on a HomeBuy basis with an initial equity share offer of 25 percent and a rent level of 2 percent (per annum) on the retained equity such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Housing Corporation guidance

2.26 "Intermediate Housing Units"

the two units of Intermediate Housing forming part of the Affordable Housing Units comprising one x 2-bedroom and one x 1-bed units the same as shown coloured pink on Plan 2

- 2.27 "Kings Cross Construction" from time to time shall be as follows: Kings Cross Construction Training Centre, Kings Cross Freight Depot, York Way, London, N1 0UZ
- 2.28 "Market Housing Units" that part of the Development which is general market housing for sale on the open market which is not Affordable Housing
- 2.29 "New Build HomeBuy" a low-cost home ownership programme managed in accordance with Communities and Local Government and Housing Corporation guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)
- 2.30 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.31 "the Parties" mean the Council the Owner and the Mortgagee
- 2.32 "Plan 1" the plan marked "Plan 1" as is annexed hereto
- 2.33 "Plan 2" the plan marked "Plan 2" as is annexed hereto
- 2.34 "Plan 3" the plan marked "Plan 3" as is annexed hereto
- 2.35 "Plan 4" the plan marked "Plan 4" as is annexed hereto

2.36 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 24 February 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/0177/P subject to conclusion of this Agreement

2. 37 "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. 38 "the Planning Permission"

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

2. 39 "the Property"

the land known as 1 Mill Lane London NW6 1NT the same as shown shaded grey Plan 1

2. 40 "Registered Social Landlord"

a registered social landlord registered as such by the Housing Corporation approved by the Council (such approval not to be unreasonably withheld or delayed) to secure the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme

2.41 "Retail Pricing Index"

the All items of Retail Prices Index published by the Central Statistical office or if such index

ceases to be published such other index as shall be published in its place

2.42 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.43 "Social Rented Housing Units"

the five units of Social Rented Housing forming part of the Affordable Housing Units comprising two x 4-bedroom two x 2-bedroom and one x 1-bed units the same as shown coloured green on Plan 3

2.44 "the Sustainability Plan"

a plan including a post construction review including:

- (i) 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 an assessment under the Code for Sustainable Buildings

achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

- (ii) a mechanical services statement setting out how mechanical measures will be used to reduce the Development's carbon emissions during construction and occupation
- (iii) an energy statement based on *Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants* by London Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 10% by using renewable energy methods
- (iv) a water strategy based on the principles and methods set out in the government's *Code for Sustainable Homes* and the Council's *Camden Planning Guidance* setting out a package of measures to be adopted by the Owner and occupiers in the management of the Development with a view to:
 - (a) reducing internal water consumption (including but not limited to the incorporation of dual

flush toilets, aerated/flow regulated taps, no or limited sized baths, provision of water saving washing machines, grey-water collection and re-use) and external water consumption (including but not limited to grey water collection for water landscaping through water butts or collection tanks); and

(b) controlling run-off and flooding and incorporating Sustainable Urban Drainage Systems where appropriate, including green/brown roofs, pervious pavers and on-site water detention

2.45 "Updated Viability Appraisal"

the GLA Toolkit assessment updated by an appropriately qualified independent professional person which has been updated to reflect the current economic climate as at the date the updated viability appraisal is carried out engaged by the Owner.

2.46 "Updated Viability Appraisal Payment"

the cost of an independent assessment of the Updated Viability Appraisal undertaken by a third party valuer as referred to above the cost of which is to be deducted from the Additional Housing Contribution.

NOW THIS DEED WITNESSETH as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning

obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Council covenants:
 - 3.8.1 to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and Council shall agree
 - 3.8.2 that it will pay to the Owner such amount of any payment made to the Owner to the Council under this Deed within 5 years of the date of receipt by the Council of such payment together with interest at the Royal Bank of Scotland Plc base rate from time to time from the date of refund to provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums under this Deed.

3.9 The parties acknowledge that the development shall be treated as being permanently designated as "car capped" housing in accordance with clause 4.

3.10 The obligations of the Owner are joint and several

4. OBLIGATIONS OF THE OWNER

4.1 AFFORDABLE HOUSING

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

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

4.1.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

(i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years;

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

(iii) the Owner has submitted to the Council the Updated Viability Appraisal and paid to the Council the Updated Viability Appraisal Payment.

- 4.1.4 To dispose of the Affordable Housing Units upon terms which ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria contained in the housing policies utilised for development control purposes in the prevailing Council's Unitary Development Plan.
- 4.1.5 To ensure that the Affordable Housing Units are disposed of upon terms which provide that the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.
- 4.1.6 In the event that the Updated Viability Appraisal shows an increase in net development profit of 10% more than the net development profit stated in the submitted GLA Toolkit for the Development submitted by the Owner to the Council as part of the Planning Application then the Council will serve notice on the Owner that the Additional Housing Contribution is to be paid prior to the Occupation of the 20th dwelling on the Development and the Owner shall not occupy or permit the occupation of more than 20 dwellings in the Development until such time as the Council has been paid the Affordable Housing Contribution
- 4.17 In the event that in the reasonable opinion of the Council after submitting the Updated Viability Appraisal to independent analysis the Updated Viability Appraisal demonstrates that there is no change in the net development profit or that any increase in net development profit is of less than 10% of the net development profit stated in the submitted GLA Toolkit for the Development submitted by the Owner to the Council as part of the Planning Application then the Council will serve notice on the Owner stating that no Additional Housing Contribution is required.

4.2 Construction Management Plan

4.2.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.

4.2.2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan such consent not to be unreasonably withheld.

4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

4.3 CONSTRUCTION WORKING GROUP

4.3.1 The Owner will invite four (4) persons representing existing residents associations or any other bodies or group representing the owners and residents in the immediate locality directly affected by the development.

4.3.2 The Owner will ensure that the project manager for the Development shall be a member of the Construction Working Group and that he or his deputy shall attend all meetings of the Construction Working Group.

4.3.3 The Owner will also appoint a person (the "Resident Liaison Manager") responsible for liaising with the owners and occupiers of the residences in the locality and other interested parties about the operation of the Construction Working Group and will ensure that this person or his deputy organises and attends all meetings of the Construction Working Group. All meetings will take place at an appropriate venue within easy walking distance of the Development.

4.3.4 A minimum of seven (7) days' written notice of the time and place and date of each meeting of the Construction Working Group will be given to all members together with an agenda for the meeting.

4.3.5 Meetings of the Construction Working Group shall take place on a monthly basis throughout the Development Phase but any member of the Construction Working

Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Resident Liaison Manager to convene a meeting of the Construction Working Group which will then consider the matters specified in the notice as requiring discussion.

4.3.6 The Owner will ensure that an accurate written minute is kept of each meeting of the Construction Working Group recording discussion and any decisions taken by the Construction Working Group (this will be circulated to all members of the Construction Working Group within fourteen (14) days of each meeting).

4.3.7 If a majority of the members of the Construction Working Group make a recommendation to the Owner in respect of the management of the development, the Owner will use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner, the Owner shall notify the next meeting of the Construction Working Group of this fact together with written reasons as to why this is the case.

4.4 LOCAL PROCUREMENT

4.4.1 The Owner hereby covenants with the Council as follows:-

- (a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation 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 ("the Local Procurement Code") annexed at Schedule 3 hereto.
- (b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the 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.

- (c) To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- (d) 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.

4.5 LOCAL EMPLOYMENT

4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

4.5.2 In order to facilitate compliance with the requirements of sub-clause (1.1) above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction ("King's Cross Construction") and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to King's Cross Construction.
- (b) that King's Cross Construction ("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.

- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase.
- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.6 COMMUNITY FACILITIES CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.
- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contribution in full.

4.7 EDUCATION CONTRIBUTION

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.8 HIGHWAY CONTRIBUTION

- 4.8.1 On or prior to the Implementation Date to:-
 - (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Highways Plans for approval, such approval not to be unreasonably withheld or delayed) prior to the Implementation Date.
- 4.8.2 Not to Implement nor to permit Implementation until such time as the Council has:-
 - (i) received the Highways Contribution in full; and

(ii) approved the Highways Plans.

4.8.3 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate in relation to the Development at no cost to the Council.

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

4.8.5 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. 9 AREA OF NATURE CONSERVATION

4. 9.1 Prior to Implementation submit a draft of the Area of Nature Conservation Plan to the Council for approval (such approval not to be unreasonably withheld or delayed).

4.9.2 On or prior to the Implementation Date to:-

- (i) transfer a freehold interest to the Area of Nature conservation to the Council subject to any matters revealed in the registered entries of title to the Area of Nature Conservation (but excluding charges of a financial nature); subject to a covenant by the Council that they will not use the Area of Nature Conservation otherwise than as an area of nature conservation; and

4.9.3 Not to Occupy or allow Occupation of any part of the Development until such time as:

- (i) the Council has approved the Area of Nature Conservation Plan such approval to be in writing; and

- (ii) the works of improvement, maintenance and repair to the Area of Nature Conservation have been completed in accordance with the requirements of Area of Nature Conservation Plan.; and
- (iii) as the Council has received the Area of Nature Conservation Contribution in full.

4.10SUSTAINABILITY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed)
- 4.10.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed) as demonstrated by written notice to that effect
- 4.10.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.10.4 Following the Occupation Date the Owner shall 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.

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 2008/0177/P the date upon which the Development will be 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 Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a 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 ZM810ZL065 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/0177/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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a

registered proprietor of the Affordable Housing Units ("the Registered Proprietor") (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units and/or the Intermediate Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units and/or the Intermediate Housing Units or any such receiver or administrative receiver shall serve written notice ("the Default Notice") upon the Council.
- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units as the case may be
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units and/or the Intermediate Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and/or the Intermediate Housing Units and shall cease to bind the Affordable Housing Units and/or the Intermediate Housing Units ALWAYS PROVIDED that any

person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units and/or the Intermediate Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom.

- 6.10 Any person (or person claiming title from such person) to whom an Registered Social Landlord grants a HomeBuy lease (where the equity share is subsequently staircased to 100%), or any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied exclusively for the provision of Affordable Housing within the London Borough of Camden.

7. MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
SSBB LIMITED LIABILITY PARTNERSHIP)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
CHRISTOS SAVVA)
in the presence of)

.....
Witness Signature

Witness Name:

Address:

Occupation:

CLAYGATE, SACHEL COURT DRIVE, ALFOL, SURREY, GU6 8HA
CHARTERED ACCOUNTANT

EXECUTED AS A DEED BY)
LINCOLN SMALL)
in the presence of:)

.....
Witness Signature

Witness Name:

Address:

Occupation:

CLAYGATE, SACHEL COURT DRIVE, ALFOL, SURREY, GU6 8HA
CHARTERED ACCOUNTANT

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

.....
Authorised Signatory

SCHEDULE 1

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:

- (a) all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- (b) 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

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

- 2.2.1 All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- (a) 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.
- (b) 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.

SLLB Ltd
4-8 Canfield Gardens
London
NW6 3BS

Application Ref: 2009/0177/P

19 October 2009

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:
**1 Mill Lane
London
NW6 1NT**

Proposal:

DECISION
Demolition of all existing buildings on site and erection of a 4 storey main building and a 2 storey detached building comprising of 15 residential units (10 x 2 bed units, 15 x 2 bed units, 10 x 3 bed units and 2 x 4 bed units) with associated car and cycle parking, amenity space and landscaping (including the creation of a new area of designated open land for nature conservation).

Drawing Nos: 2nd application: Site Survey; A100A; A101A; A102A; A103A; A104A; A105A; A106A; A201A; A202A; A203A; A204A; A205A; A206A; A501A; A502A; A503A; 981-02 C; 981-03 C; 04 C; j38.54/01; 02 Rev B; EC/201; 202; 203; 204; P-001; P-002; P-003; Transport Statement; Ground Investigation Report; Sustainability Statement; Preliminary Assessment for Planning; Covering Letter from Hugh Lacey at Pioneer Property Services dated 02/02/09; Vibration Logging Chart; Design & Access Statement

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 Before the development commences, details of the proposed cycle storage areas, including including motor cycles and mopeds, and access to them, lighting and security measures, shall be submitted to and approved by the Council. The approved facilities shall thereafter be completed in full prior to the first occupation of any of the new units, and thereafter be maintained and retained.

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.

- 3 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

- 4 Full details in respect of the green and brown roofs in the area indicated on the approved roof plans shall be submitted to and approved by the local planning authority before the development commences. No unit shall 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 Camden Planning Guidance 2006.

- 5 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or prior to the occupation for the permitted use 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 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 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. All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted to the Council for approval.

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.

- 7 Before the use commences sound insulation shall be provided for the building in accordance with the scheme approved by the local planning authority. The use shall therefore be carried out in compliance with the approved scheme.

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.

- 8 Prior to the commencement of development, details of the means of enclosure for the site, including the area of open space, shall be submitted to, and approved in writing by, the Local Planning Authority. The works shall be completed in accordance with the approved details prior to the beneficial occupation of any of the units hereby approved.

Reason: In the interests of residential amenity and security in accordance with Policy SD6 of the London Borough of Camden Replacement Unitary Development Plan.

- 9 Details of the design of building foundations and the layout, with dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site, shall be submitted to and approved by the Council as the local planning authority before any works on site are commenced. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the Council may be satisfied that the development will not

have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 10 Prior to the commencement of development, details of bat and bird boxes to be installed on the building hereby approved shall be submitted to, and approved in writing by, the Local Planning Authority. The bat and bird boxes shall be installed in accordance with the approved details prior to the first occupation of any of the 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 Prior to the first occupation of any of the units hereby approved, signs shall be erected at the entrances to the car lift instructing motorists not to travel in the car lift when cyclists are using the car lift. Details of the signs to be submitted to, and approved in writing by, the Local Planning Authority. The signs shall be maintained and retained as such thereafter.

Reason: In the interests of safe and secure provision for cycle storage in accordance with Policy T3 of the London Borough of Camden Replacement Unitary Development Plan.

- 12 Before the development commences, details of the location, design and method of waste storage and removal (including recycled materials) shall be submitted to and approved by the Council and the approved facility shall therefore be provided 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 policy N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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.
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public

Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 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 Sites Team, Urban Design and Regeneration.

- 5 Reasons for granting permission

DRAFT

The proposed development is in general compliance with the policy requirements of the London Borough of Camden Unitary Development Plan 2006, with particular regard to policies S1/S2/S3/S8, SD1, SD2, SD4, SD6, SD7, SD8, SD9, SD10B, SD12, H1, H2, H7, H8, B1, B9, N2, N4, N5, N6, N8, T1, T2, T3, T7, T8, T9 and T12.

For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 6 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 (Records and Information Team, Culture and Environment Directorate, Environment Department, Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. 020-7974 5613).

DECISION

Yours faithfully

Culture and Environment Directorate



Application No: 2008/0177/P

**1 Mill Lane
London
NW6 1NT**

**Scale:
1:1250**

**Date:
19-Oct-09**

N



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DATED 19 November

2009

(1) SSBB LIMITED LIABILITY PARTNERSHIP

and

(2) LINCOLN SMALL

and

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

A G R E E M E N T

**relating to land known as
1 MILL LANE**

**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 5647
Fax: 020 7974 2962**