

DATED

26 October

2009

STUDENT LIVING
(1) CATESBY-REGENERATION LIMITED

and

(2) BANK OF SCOTLAND PLC

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
13 Hawley Crescent and 29 Kentish Town Road
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

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THIS AGREEMENT is made the 26th day of October 2009

BETWEEN:

1. ~~CATESBY-REGENERATION LIMITED~~ ^{STUDENT LIVING} (Co. Regn. No. 06331315) whose registered office is at 33 Lionel Street, Birmingham B3 1AB (hereinafter called "the Owner") of the first part
2. **BANK OF SCOTLAND PLC** of The Mound, Edinburgh EN1 1YZ (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL515197 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 July 2009 and the Council resolved to grant permission conditionally under reference number 2009/3072/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as Mortgagee under a legal charge contained in a Debenture registered under Title Number NGL515197 and dated 29 August 2009 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

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

- | | | |
|-----|---|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor/architect/project manager certifying that the Development has been completed |
| 2.4 | "the Community Facility Contribution" | the sum of £50,600 (Fifty Thousand Six 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 the event of receipt for the improvement maintenance and up keep of community facilities in the vicinity of the Development |
| 2.5 | "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 Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and

amendments to normal traffic arrangements (if any);

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

(vii) 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

2.6 "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

2.7 "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

2.8 "the Development"

Redevelopment of site to provide a mixed use building comprising 1,369sqm of commercial floorspace (Class B1/B8) at ground and basement level and 114 student accommodation units at the four levels fronting Kentish Town Road and part four/five levels fronting Hawley Crescent. as shown on drawing numbers Site Location Plan; HCC-02; HCC-03; HCC-04; HCC-05; HCC-06; HCC-08; HCC-10; HCC-11; HCC-12; HCC-13;

HCC-14; HCC-16; HCC-30; HCC-31; HCC-32;
HCC-33; HCC-34; HCC-35; HCC-36; HCC-37;
HCC-42; HCC-43; HCC-44; HCC-45; HCC-46;
HCC-47; HCC-48; HCC-49; HCC-50; HCC-51;
HCC-52; HCC-63; HCC-73; HCC-74; HCC-75;
HCC-76; HCC-77; BREEAM Multi-Residential
2006 Pre-Assessment; BREEAM Office 2006 Pre-
Assessment; Energy Strategy Report;
Sustainability Statement; Noise Assessment;
Statement of Community Involvement; Transport
Statement; BRE - Daylight/Sunlight Report;
Marketing Report; Planning Statement; Student
Accommodation Product & Design; Design &
Access Statement; Letter dated 23/09/09
including appendices A-F

**2.9 "Employment and Training
Contribution"**

the sum of £ 49,000 (Forty-Nine Thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards training and employment initiatives in the London Borough of Camden

**2.10 "Energy Efficiency and
Renewable Energy Plan"**

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

- (a) measures identified in the Energy Strategy Report by Environmental Perspectives dated June 2009

- (b) a single heat and energy network and plant for the Development, with an appropriate thermal store
- (c) building fabric, u-values, solar shading, heating and cooling methods/design (including natural/passive measures), use of green/brown roofs and mechanical services, metering (including for the student element) to reduce the Development's carbon emissions by a minimum of 5% beyond the most current Building Regulations maximum requirements during the Construction and Occupation Phase showing a comparison to both the Building Regulations maximums and the Energy Savings Trust Best Practice.
- (d) details of how the Development will further reduce the site's carbon emissions from renewable energy technologies (solar thermal and solar PVs) located on the Property ensuring the Owner will achieve at least a 12.6% carbon reduction and aim for a 20 % carbon saving on the Development, to be monitored by the Owner
- (e) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings
- (f) inclusion of a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant
- (g) inclusion of space (in the plant room and below ground for additional plant and

pipes) to enable the future connection to decentralised energy network

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

2.11 "Financial Contributions"

The Community Facility Contribution, the Employment and Training Contribution, the Highways Contribution and the Public Open Space Contribution

2.12 "the First User Group"

any Student enrolled full time on a higher education course at a higher educational institution funded by the Higher Education Funding Council for England (or its successor bodies) such institution to be located wholly or partly in the Borough of Camden or its adjoining boroughs or such other institution as approved by the Council in writing.

2.13 "the Highways Contribution"

the sum of £14,000 (Fourteen 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 event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following:

- To repave the footway adjacent to the site on both Kentish Town Road and Hawley Crescent

- Remove the redundant vehicular crossovers
- Widen the footway on the south side of Hawley Crescent between its junction with Kentish Town Road and the site

("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

2.14 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations, ground investigations site survey works, works of decontamination and the erection of hoardings and fences and references to "Implementation" and "Implement" shall be construed accordingly

2.15 "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

2.16 "the Level Plans"

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

2.17 "Occupation Date"

the first date when any part of the Development (save for the purposes of construction and fitting out) is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.18 "the Parties"

mean the Council the Owner and the Mortgagee

2.19 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 27 July 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/3072/P subject to conclusion of this Agreement

2.20 "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

2.21 "the Planning Permission"

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

2.22 "the Property"

the land known as 13 Hawley Crescent and 29 Kentish Town Road the same as shown edged in red on Plan 1 annexed hereto

2.23 "Public Art"

the provision of a piece of public art on the flank wall (southern elevation) of the Kentish Town Road elevation of the Development.

- 2.24 "the Public Highway"** any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.25 "the Public Open Space Contribution"** the sum of £77,572 (Seventy Seven Thousand Five Hundred and Seventy Two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and up keep of existing public open spaces in the vicinity of the Development
- 2.26 "Residents Parking Bay"** a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.27 "Residents Parking Permit"** a parking permit issued by the Council under section 45 (2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in the Residents Parking Bay
- 2.28 "the Second user Group"** any student enrolled in an education course during the months of June July August and part of September the duration of which is no more than 20 weeks in any given year at an institution approved by the Council in writing
- 2.29 "the Service Management Plan"** a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of

service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

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

exiting the Property in accordance with the drawings submitted and agreed with the Council;

(j) statement setting out how pedestrian and highway safety will be maintained during servicing movements;

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

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

2.30 "Student"

any student in the First User Group or the Second User Group and reference to "Students" shall be construed accordingly

2.31 "the Student Accommodation"

the area within the Development to be used as student accommodation the same as is shown edged in red on Plan 2 to be constructed as part of the Development

2.32 "the Student Accommodation Requirement"

a requirement that Student Accommodation shall be occupied for no purpose other than as housing available for letting to Students within the First user Group ALWAYS PROVIDED THAT during the months of June July August and part of September being the summer holiday period for a period of no more than 20 weeks within any given year the Student Accommodation may be occupied by Students

within the First User Group or the Second User Group.

2.33 "Student Management Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation incorporating the elements set out in the "Code of Practice for the Management of Student Housing" as amended from time to time.

2.34 "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 attaining at least 60% of the credits in each of Energy and Water and using all reasonable endeavours to attain 40% of the credits in Materials categories to be carried out by a recognised independent verification body in respect of the Property

2.35 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development incorporating the elements set out in the Third 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

2.36 "Water Efficiency and Surface Water Management Plan"

a plan based on the principles and methods set out in the Sustainability Statement submitted as part of the Planning Application which set out a package of measures to be adopted by the

Owner and occupiers in the management of the Development with a view to:

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

NOW THIS DEED WITNESSETH as follows:-

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

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner and the Council upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.15 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

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 LOCAL PROCUREMENT

- 4.2.1 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 4 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.

4.3 LOCAL EMPLOYMENT

4.3.1 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.

4.3.2 In order to facilitate compliance with the requirements of sub-clause (4.3.1) above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction and (ii) take the following specific measures:

- (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 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.

4.4 STUDENT ACCOMMODATION

Student Management Plan

- 4.4.1 On or prior to the Occupation Date to submit a draft of the Student Management Plan to the Council for approval.
- 4.4.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan.
- 4.4.3 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 used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirement of the Student Management Plan and in the event of any breach of this clause (and subject to clause 6.9) to cease Occupation of that part of the Development in respect of which the alleged breach occurs forthwith until it is rectified.

Use of Student Accommodation

- 4.4.4 To ensure that the Development is used and Occupied for no purpose other than its authorised purpose as housing available for letting as Student Accommodation in accordance with the Student Accommodation Requirement.
- 4.4.5 To ensure that the Student Accommodation is used at all times as a single planning unit and that:
 - (a) no part of the Student Accommodation shall at any time be used as separate, independent self contained dwelling unit; and
 - (b) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation
- 4.4.6 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 used in strict accordance with this clause 4.4 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of this clause 4.4 and in the event of any

WATER RESOURCES MANAGEMENT

management of water resources and the development of water resources, the water resources management plan should be developed in accordance with the water resources management plan and the water resources management plan should be developed in accordance with the water resources management plan.

ENERGY EFFICIENCY AND RENEWABLES

The water resources management plan should be developed in accordance with the water resources management plan and the water resources management plan should be developed in accordance with the water resources management plan.

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proposal as agreed with residents; ward councillors and the Hawley Infant School to the Council on or prior to the Implementation Date

- 4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Public Art Plan as demonstrated by written notice to that effect.

4.11 PUBLIC OPEN SPACE CONTRIBUTION

- 4.11.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full

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

4.12 COMMUNITY FACILITY CONTRIBUTION

- 4.12.1 On or prior to the Implementation Date to pay to the Council the Community Facility Contribution in full

- 4.12.2 Not to Implement or permit Implementation until such time as the Council has received the Community Facility Contribution in full.

4.13 EMPLOYMENT AND TRAINING CONTRIBUTION

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

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

4.14 HIGHWAYS CONTRIBUTION

- 4.14.1 On or prior to the Implementation Date to:-

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

breach of this clause (and subject to clause 6.9) to cease Occupation of that part of the Development in respect of which the alleged breach occurs forthwith until the breach is rectified.

- 4.4.7 The Owner covenants with the Council that the Student Accommodation will be let at a rent no greater than the rents for similar student housing of a similar size, age, specification, location and service level in the London Borough of Camden.

4.5 SUSTAINABILITY PLAN

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

- 4.5.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

- 4.5.3 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.

- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

- 4.6.2 Not to Implement nor permit Implementation until the Energy Efficiency and

- 4.6.4 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.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.6.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Energy Efficiency and Renewable Energy Plan Plan as approved by the Council have been implemented in the construction of the Development.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 WATER EFFICIENCY AND SURFACE WATER MANAGEMENT PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Water Efficiency and Surface Water Management Plan.
- 4.7.2 Not to Implement nor permit Implementation until the Water Efficiency and Surface Water Management Plan Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Water Efficiency and Surface Water Management Plan Plan as approved by the Council have been implemented in the construction of the Development.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Water Efficiency and Surface Water Management 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 Water Efficiency and Surface Water Management Plan.

breach of this clause (and subject to clause 6.9) to cease Occupation of that part of the Development in respect of which the alleged breach occurs forthwith until the breach is rectified.

- 4.4.7 The Owner covenants with the Council that the Student Accommodation will be let at a rent no greater than the rents for similar student housing of a similar size, age, specification, location and service level in the London Borough of Camden.

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

- 4.5.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

- 4.5.3 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.

- 4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the 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.

4.6 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

- 4.6.2 Not to Implement nor permit Implementation until the Energy Efficiency and Renewable Energy Plan has been approved by the Council as demonstrated by written notice to that effect

- 4.6.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Energy Efficiency and Renewable Energy Plan Plan as approved by the Council have been implemented in the construction of the Development.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 WATER EFFICIENCY AND SURFACE WATER MANAGEMENT PLAN

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Water Efficiency and Surface Water Management Plan.
- 4.7.2 Not to Implement nor permit Implementation until the Water Efficiency and Surface Water Management Plan Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Water Efficiency and Surface Water Management Plan Plan as approved by the Council have been implemented in the construction of the Development.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Water Efficiency and Surface Water Management 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 Water Efficiency and Surface Water Management Plan.

4.8 SERVICE MANAGEMENT PLAN

- 4.8.1 Within two months of the date hereof or such other period as may be agreed in writing between the parties to submit to the Council the Service Management Plan for approval.
- 4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.8.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.9 TRAVEL PLAN

- 4.9.1 The Owner covenants with the Council to submit a draft of the Travel Plan for approval to the Council on or prior to the Occupation Date.
- 4.9.2 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.
- 4.9.3 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.

4.10 PUBLIC ART

- 4.10.1 The Owner covenants with the Council to agree a proposal for the provision of Public Art with residents; ward councillors and the Hawley Infant School and submit the

proposal as agreed with residents; ward councillors and the Hawley Infant School to the Council on or prior to the Implementation Date

- 4.10.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Public Art Plan as demonstrated by written notice to that effect.

4.11 PUBLIC OPEN SPACE CONTRIBUTION

- 4.11.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full
- 4.11.2 Not to Implement or permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.12 COMMUNITY FACILITY CONTRIBUTION

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

4.13 EMPLOYMENT AND TRAINING CONTRIBUTION

- 4.13.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.
- 4.13.2 Not to Implement or permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.14 HIGHWAYS CONTRIBUTION

- 4.14.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.

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

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

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

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

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

4.15 CAR FREE HOUSING

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

4.15.2 The Owner for itself and its successors in title to the Property thereby acknowledges that the provision in Clause 4.15.1 above will remain permanently.

4.15.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligation Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's street Name and Numbering Department) identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in clause 4.15.1 of this Agreement.

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 2009/3072/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 Financial Contributions pursuant to Clauses 4.11, 4.12, 4.13 and 4.14 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 ZM789ZL065 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, 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 2009/3072/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

6.9 Where the Council believes that the Development or any part of the Development is being Occupied in breach of Clauses 4.4.3 or 4.4.6 it will serve a written notice on the Owner in respect of which the breach is occurring stating the nature of the alleged breach and will allow one calendar month for the breach to be rectified for the breach to be rectified before seeking to enforce any restriction on Occupation.

7. MORTGAGEE EXEMPTION

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

8. JOINT AND SEVERAL LIABILITY

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

9. RIGHTS OF THIRD PARTIES

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

10. THE COUNCIL'S OBLIGATIONS

The Council covenants with the Owner:

10.1 To use all monies paid to it pursuant to the obligations in this Agreement only for the purposes for which they were paid and to the extent that such monies have not been

used for such purposes by the date which is seven years from the date of receipt by the Council to repay them to the Owner.

- 10.2 To act reasonably in giving any approval, agreement consent or expression of satisfaction required under the terms of this Agreement and such approval, agreement, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

ANNEXURES:

DRAFT PLANNING PERMISSION

PLAN 1: Site Location Plan

PLAN 2: Student Accommodation

FIRST SCHEDULE: Construction Management Plan - Air Quality and Carbon Reduction

SECOND SCHEDULE: Construction Management Plan - Highway Measures

THIRD SCHEDULE: Travel Plan - Components

FOURTH SCHEDULE: Local Procurement Code

CGMS Limited
Morley House
26 Holborn Viaduct
London
EC1A 2AT

Application Ref: 2009/3072/P

20 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:
13 Hawley Crescent & 29 Kentish Town Road
London
NW1 8NP

DECISION

Proposal:

Redevelopment of site to provide a mixed use building comprising 1,369sqm of commercial floorspace (Class B1/B8) at ground and basement level and 114 student accommodation units at the upper four levels fronting Kentish Town Road and upper part four/five levels fronting Hawley Crescent.

Drawing Nos: Letter dated 23/09/09 including appendices A-F.

Site Location Plan [9686/Cgms/1); HCC-03; 04; 05; 06; 08; 10; 11; 12; 13; 14; 16; 30; 31; 32; 33; 34; 35; 36; 37; 42; 43; 44; 45; 46; 47; 48; 49; 50; 51; 52; 63; 73; 74; 75; 76; 77;

BREEAM Multi-Residential 2006 Pre-Assessment; BREEAM Office 2006 Pre-Assessment; Energy Strategy Report; Sustainability Statement; Noise Assessment; Statement of Community Involvement; Transport Statement; BRE - Daylight/Sunlight Report; Marketing Report; Planning Statement; Student Accommodation Product & Design; 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 No development shall take place until all details of hard and soft landscaping and means of enclosure to the site and its boundary with Hawley Infant School and communal roof terrace 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 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, and the site shall be occupied for the permitted use of the development or any purpose notified by the Council, whichever is the sooner. Any areas of planting which within a period of five 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.

- 4 Full details in respect of the green 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 Camden Planning Guidance 2006.

- 5 Prior to commencement of the development further details of the proposed noise mitigation measures and the alternative means of passive ventilation referred to in the Noise Assessment by Sharps Redmore Partnership, including an acoustic report which demonstrates that resultant indoor noise levels will be below British Standard 8233:1999, shall be submitted to and approved by the Council in writing. The approved measures shall be implemented in their entirety in strict accordance with any approval given, and they shall be maintained and retained as such thereafter.

Reason: To safeguard the amenities of the occupiers of the proposed development in accordance with the requirements of policies SD6, SD7B and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and the advice contained in Camden Planning Guidance 2006.

- 6 Before the development commences, details of the location, design and method of waste storage and removal (including reusable materials) shall be submitted to and approved by the Council and thereafter be provided prior to the first occupation of any of the new accommodation and permanently maintained and retained as such thereafter.

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

- 7 The cycle storage areas at basement and ground floor level shall be provided in their entirety prior to the first occupation of any of the new accommodation, and thereafter permanently maintained and retained as such.

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

- 8 The windows indicated on the drawings hereby approved as obscure glazed (translucent; shown as K) shall be provided as such and fitted with locking restrictors to allow side or top opening up to 200mm, prior to the first occupation of any of the new units, and thereafter permanently maintained and retained as such.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policies SD6 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 SD1 (Quality of life), SD2 (Planning obligations), SD6 (Amenity for occupiers and neighbours), SD7b (Noise/vibration pollution), SD8a (Disturbance from plant and machinery), SD9 (Resources and energy), SD12b (Reuse of construction waste), H1 (Housing), H7 (Lifetime homes and

wheelchair housing), H8 (Mix of units), H9 (Hostels), B1 (General design principles), B6 (Listed Buildings), B7 (Conservation Areas), N4 (Providing public open space), N5 (Biodiversity), E2 (Retention of Existing Business Use), E3d (Creative and environmental industries), T1 (Sustainable transport space), T2c (Capacity of transport provision), T3 (Pedestrians and cycling), T4c (Public Transport and development), T7 (Off-street parking, city car clubs and city bike schemes), T8 (Car free housing and car capped housing), T9 (Impact of parking), T12 (Works affecting highways). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

2

Thames Water request that the applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid backflow and water rate, on the assumption that the sewerage network may experience flooding during storm conditions.

3

Your proposals may be subject to control under the Building Regulations and/or the London Building Acts 1939 which include provisions for 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

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.

5

Noise from demolition and construction work is subject to control under the Control of Pollution Act 1974. You must carry out any noisy works that can be heard at the boundary of the site between 8.00 and 6.00 hours Monday to Friday and 08.00 to 10.00 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.

6

Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

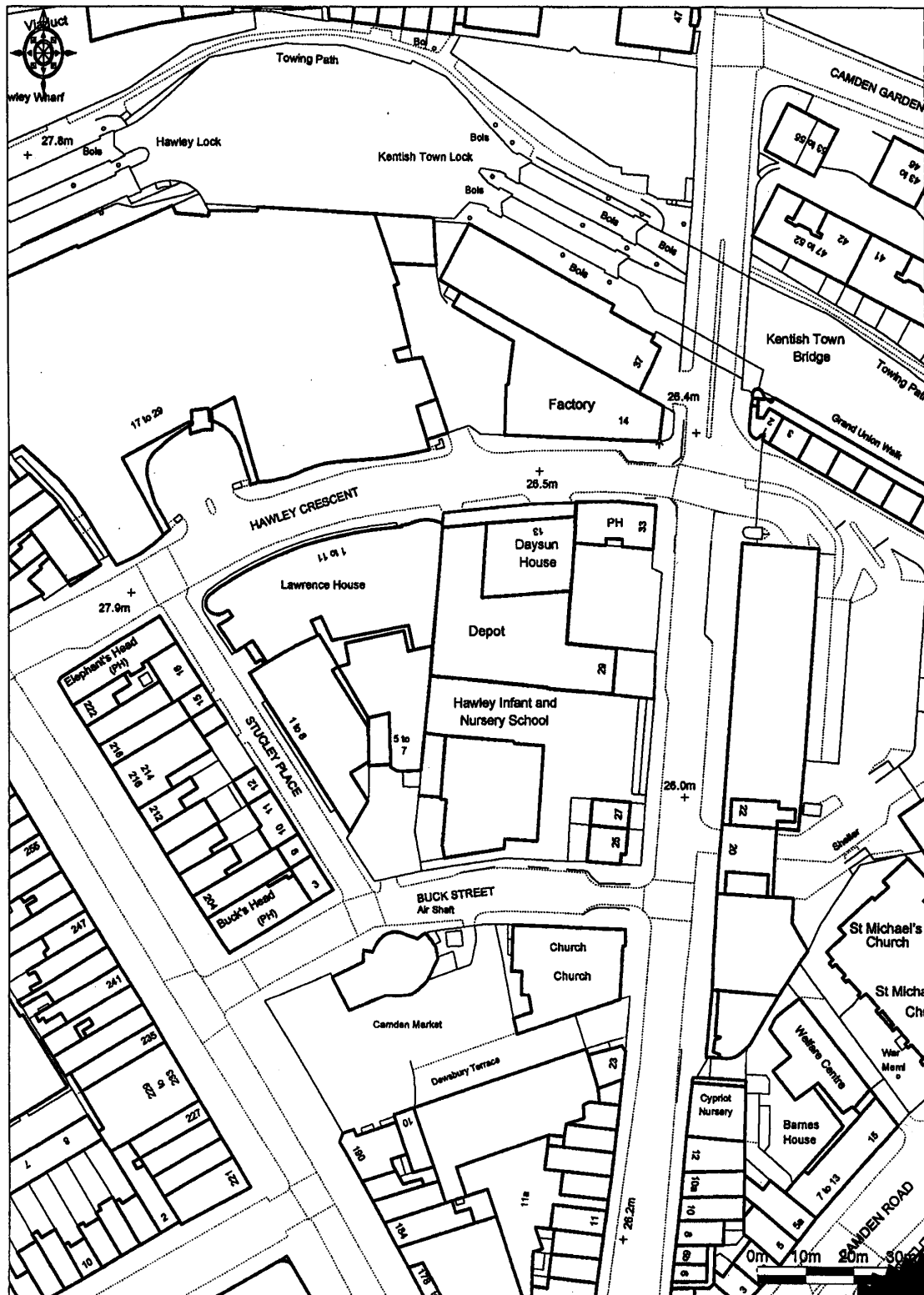
Culture and Environment Directorate

"PLAN 1"

13 Hawley Crescent/29 Kentish Town Road, London
Site Location Plan - 9686/CgMs/1

Paul Brackhurst

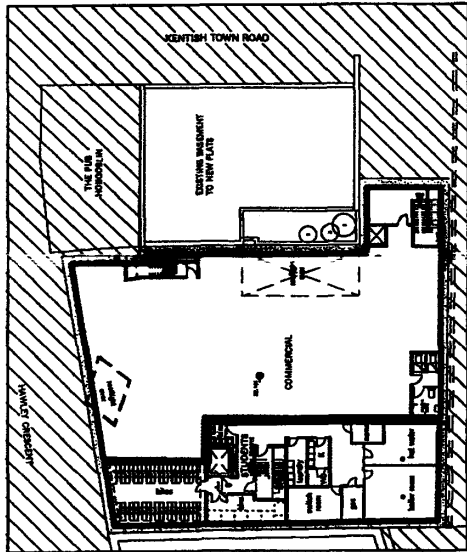
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Waters



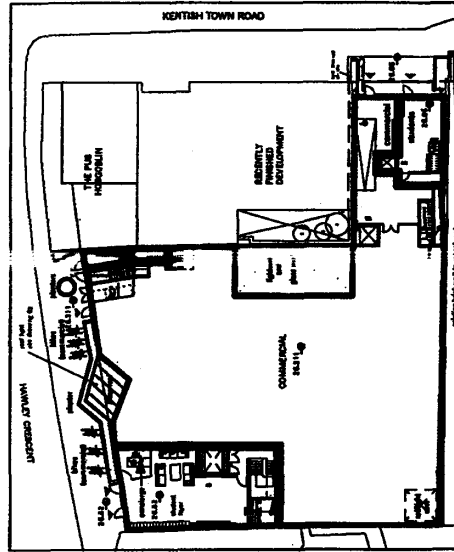
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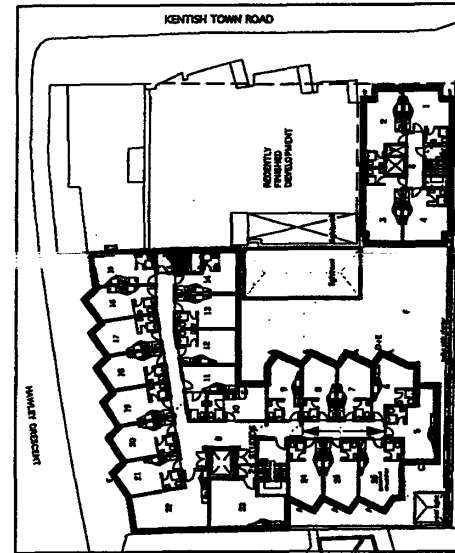
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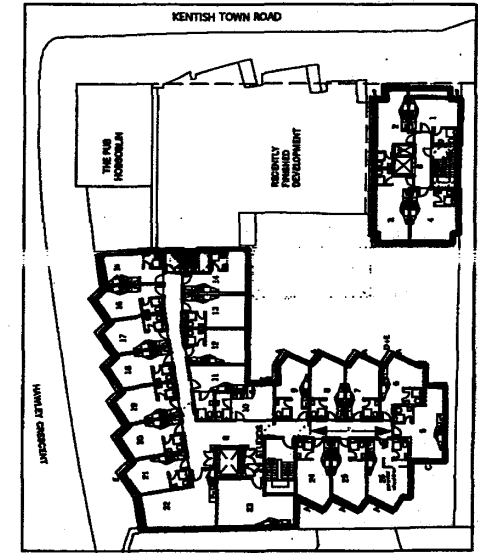
BASEMENT



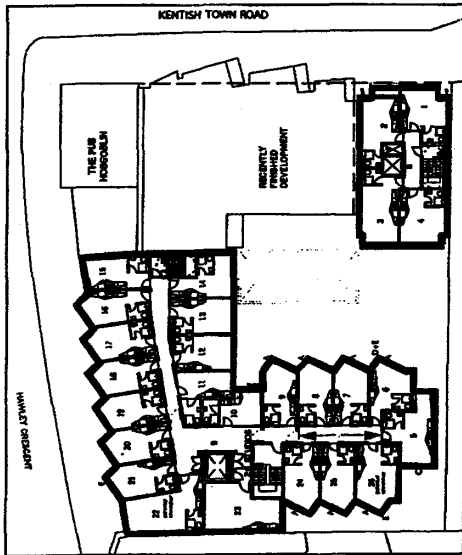
GROUND FLOOR



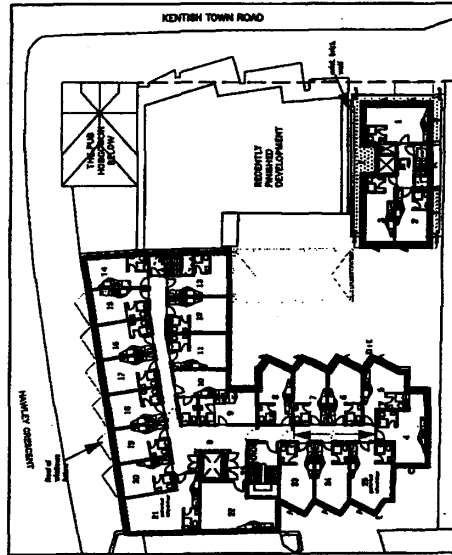
FIRST FLOOR



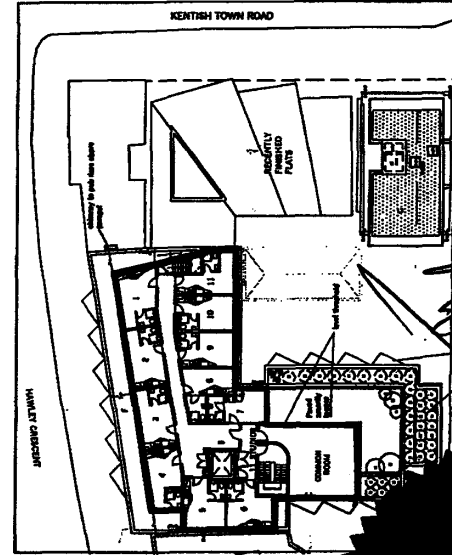
SECOND FLOOR



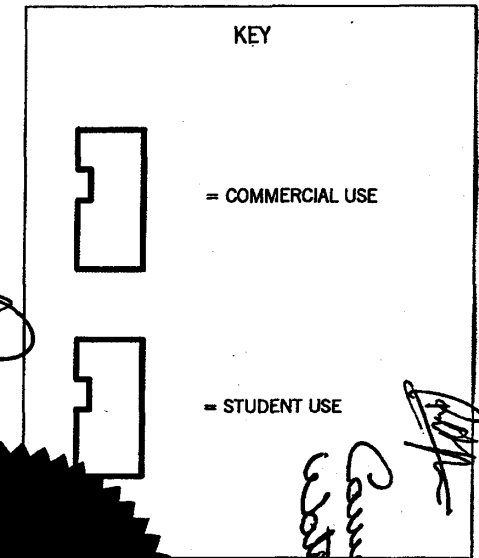
THIRD FLOOR



FOURTH FLOOR



FIFTH FLOOR



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

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

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

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

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

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

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.
- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located away from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;

- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from Site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on Site;
- k) Ensure water suppression is used during demolition operations;
- l) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer. Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- b) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions.
- c) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- d) An electronic report shall be submitted to the Council every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- e) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase including dust generating activities, and PM10 monitoring.
- b) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- c) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

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

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan ("CMP") 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 CMP should cover both demolition and construction phases of development. Details of the CMP 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 CMP should demonstrate that the following has been considered and where necessary the impacts mitigated:

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

- a) A brief description of the site, surrounding area and development proposals for which the CMP applies.
- b) Start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft CMP 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 CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.

- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your CMP takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.
- v) The CMP 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 CMP does not prejudice further agreement that may be required for things such as road closures or hoarding licences

SCHEDULE 3

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 and Students, 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 Development for staff, Students and visitors
- 2. Taxis and Minicabs**

Consideration must be given to the provision and management of Taxi access to the Development
- 3. Traffic Restraint**

The Plan must seek to reduce the volume and impact of vehicles generated by the proposed 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 Development.
- 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 Development

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 Development;
- 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 Development'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 and Students

This will involve meeting employees of the Development 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. Student/ Employee Consultation and Travel Surveys

This stage will be based around consultation. It will be extremely important to secure the support of employees and Students 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.

THE FOURTH SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2. MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

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

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

Actions And Responsibilities of Sub-Contractors

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

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

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

Fitting out by tenants

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

Facilities Management

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

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

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 a Deed the day and year first before written

EXECUTED AS A DEED BY
CATESBY REGENERATION LIMITED
acting by a Director and its Secretary
or by two Directors





Director



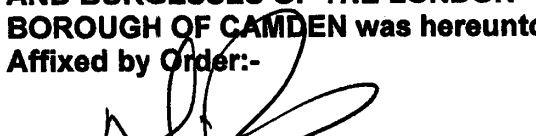
Director/~~Secretary~~

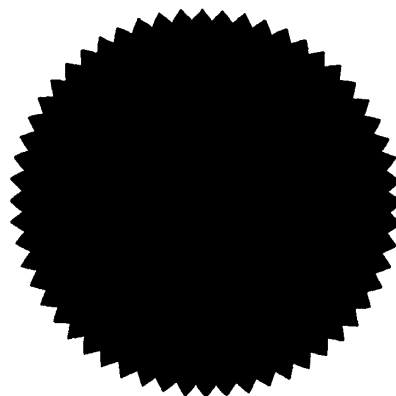
EXECUTED as a Deed
By BANK OF SCOTLAND PLC
by CAMERON WATSON
in the presence of:-


MARTIN THOMAS BRYSON
WITNESS


AUTHORISED SIGNATORY

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


Authorised Signatory



DATED

26 October

2009

STUDENT LIVING
(1) CATESBY-REGENERATION LIMITED

and

(2) BANK OF SCOTLAND PLC

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
13 Hawley Crescent and 29 Kentish Town Road
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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