

DATED

28 September

2009

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

and

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

AGREEMENT
relating to land known as
132-142 HAMPSTEAD ROAD
LONDON NW1 2PS
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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(AH, EP, SP, TP, CF, SMP, CMP, HC, SPC, EC, PA, TEC, LC, LP, CFP)
CLS/COM/LMM/1685.239
s106 28.09.09 - FINAL

THIS AGREEMENT is made the 28 day of September 2009

BETWEEN:

1. **CENTRAL LONDON COMMERCIAL ESTATES LIMITED** (Co. Regn. No. 656914) whose registered office is at 25 Savile Row London W1S 2ER (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers NGL81950 and NGL532630.
- 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 The Property is subject to three occupational leases, details of which are as follows:
 - (a) lease dated 5 May 1987 between (1) Richard Shops Properties Limited and (2) British Home Stores plc;
 - (b) lease dated 22 April 1970 between (1) Taylor Woodrow Property Company Limited and (2) Mobil Oil Company Limited; and
 - (c) lease dated 2 December 1969 between (1) Taylor Woodrow Property Company Limited and (2) The Dunlop Company Limited.

The occupational leases do not allow the tenants ("the Occupational Tenants") to make alterations to the Property without the consent of the Owner. The Owner is prepared to accept an obligation that it will not dispose of its interest in the Property to any of the Occupational Tenants (or anyone deriving title from the Occupational Tenants) nor (to the extent necessary) permit any alterations which will allow the Occupational Tenants to implement the Planning Permission without the Occupational Tenants concerned first entering into an agreement with the Council covenanting in identical terms of this Agreement.

- 1.4 A Planning Application for the Development of the Property was submitted to the Council and validated on 29 June 2009 and the Council resolved to grant permission conditionally under reference number 2009/2827/P subject to conclusion of this legal Agreement.
- 1.5 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.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mayor requires the Crossrail Contribution towards the cost of the Crossrail Project if the Development proceeds and the parties have entered into this Deed to give effect to this requirement

2. DEFINITIONS

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

- | | | |
|-----|----------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low cost housing provided by a Registered Social Landlord or the Council available 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 |

2.3 "Affordable Housing Plan"

a plan to be submitted to the Council by the Owner in accordance with the terms of this Agreement detailing the Affordable Housing Units to be provided within the Development to include (but not be limited to) the following information:-

- (a) quantity location (shown on a plan) size and mix of Social Rented Housing Units;
- (b) quantity location (shown on a plan) size and mix of Intermediate Housing Units;
- (c) confirmation that the tenure split within the Affordable Housing provision is no less than 70% Social Rented Housing and no more than 30% Intermediate Housing or such other tenure split as may be agreed by the Council taking into account evidence of the Property's site circumstances the Economic Appraisal and local housing needs;
- (d) confirmation that the unit mix within the Affordable Housing provision is 31% 1-bedroom units; 28% 2-bedroom and 3-bedroom units and 30% 4-bedroom units in accordance with the Greater London Authority's Supplementary Planning Guidance as amended from time to time with any significant departures justified in relation to the Property's site circumstances and Council's local housing needs;

- (e) the quantity size location (shown on a plan) and mix of Wheelchair Units and their storey level ensuring no less than 10% of provision across the residential element of the Development;
- (f) the quantity and type of private residential amenity space to be provided;
- (g) the stage reached in the tendering or procurement of the units of Social Rented Housing Intermediate Housing and Key Worker housing;
- (h) the confirmed or anticipated dates for the commencement of construction and completion of the Affordable Housing Units;
- (i) the confirmed or anticipated ownership and management arrangements for each tenure of Affordable Housing Units;

always provided that the Owner shall use Reasonable Endeavours to provide no less than 50% of the total residential floorspace of the Development as Affordable Housing and in the event this is not achievable to provide documented evidence justifying to the Council's reasonable satisfaction the provision of a figure of less than 50% floorspace provision such documentation to include:-

- (j) an Economic Appraisal or robust financial viability assessment in accordance with the Council's Development Plan

(whichever is the most recent) detailing why the 50% target floorspace was not met;

- (k) any further information the Council requires in order for it to make an informed assessment as to the justification for providing less than 50% of the floorspace of the residential element of the Development as Affordable Housing

2.4 "Affordable Housing Units"

the Intermediate Housing Units and Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing

2.5 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.6 "Air Quality Assessment"

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

- (a) manufacturers details of heating plant;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) height of building to which the chimney is attached;
- (e) height(s) of adjacent building(s);
- (f) distance of adjacent building(s) from proposed chimney;

- (g) height of proposed height of chimney above ground level;
- (h) stack internal diameter;
- (i) quantity and type of emissions released from the stack. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (j) the calculation procedure detailed in the Technical Guidance Note (Dispersion) D1, Guidelines on Discharge Stack Heights for Polluting Emissions or an alternative dispersion model shall be used to calculate the biomass boiler and Combined Cooling Heat Pump stack height in order to demonstrate that ground level pollution concentrations are harmless and the methodology used to determine stack height shall be identified;
- (k) position of nearest fan assisted intake (not including intakes for combustion air or fan dilution air) and openable windows in relation to the Combined Cooling Heat Pump and biomass boiler chimney stack;
- (l) provision of a plan showing the termination point of all exhaust stacks associated with heating and cooling systems, including the Biomass boiler and Combined Cooling Heat Pump, gas boilers and air plant and shall also identify the location of exit flues associated with each of the car parks;

(m) a plan showing the position of all fresh air intakes associated with air conditioning units and mechanical ventilation so it is understood where intake air is sourced and ensuring that pollution sources are avoided;

(n) details of the particulate abatement system that will be fitted to any exhaust stack;

(o) the expected frequency of biofuel deliveries; and

(p) the maintenance schedule associated with the relevant low or zero carbon emission technology

2.7 "B1 Element"

the 23,863 square metres gross external area of office floorspace forming part of the Development

2.8 "the Certificate of Practical Completion"

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

2.9 "the Community Facilities"

an area located within the Development which is fit-for purpose and includes (but not limited to) the following:-

(a) WC facilities;

(b) natural light;

- (c) facilities for secure storage
- (d) an area of no greater than 500 square metres unless otherwise agreed between the Parties

2.10 "the Community Facilities Contribution"

the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for provision of assistance towards community groups and/or facilities in the vicinity of the Development

2.11 "the Community Facilities Plan"

a plan setting out the measures that the Owner will adopt providing Community Facilities within the Development and setting out provision for fitting out and terms of occupation of the Community Facilities such plan to secure the following:-

- (a) the location (shown on a map) size and access arrangements to the Community Facilities within the Development;
- (b) terms to ensure that the Community Facilities are available to local community based bodies for use for purposes within Class D1 of the Use Classes Order for a period of at least 125 years at a rent of one peppercorn per annum with all service charges to be in accordance with the Royal Institute of Chartered Surveyors Code of Practice for Service Charges;

- (c) mechanisms whereby the operation of the community facility can be (i) reviewed on a regular basis (to be annually unless otherwise agreed) and (ii) reported to and monitored by the Council

2.12 "the Community Facilities Study"

a study prepared by the Owner to consider the practicality feasibility and implications of providing adequate and fit-for-purpose Community Facilities within the Development such study to provide the Council with sufficient evidence as the Council reasonably requires in order to substantiate the findings of the study and to take into account the residential unit mix within the Development agreed with the Council and an audit of existing community facilities in the vicinity of the Development

2.13 "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):-

- Q
- a) a statement to be submitted to ^{the} Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings
- 9

or structures on the Property and the building out of the Development;

- b) incorporation of the provisions set out in the First Schedule annexed hereto
- c) incorporation of the provisions set out in the Second Schedule annexed hereto
- d) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- e) 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);
- f) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

and references to "CMP" shall be construed accordingly

2.14 "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

2.15 "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

2.16 "Crossrail Contribution"

the sum of eight hundred thousand seven hundred and twenty pounds (£800,720) to be paid by the Owner and to be used in the event of receipt by Transport for London towards the funding of the Crossrail Project

2.17 "Crossrail Project"

the delivery by Transport for London of the proposed railway transport system from Maidenhead and Heathrow airport through central London (via new tunnels between Paddington and Liverpool Street stations) to Shenfield and Abbey Wood as shown on the deposited plans referred to in the Crossrail Act 2008

2.18 "Crossrail SPG"

the document entitled *"Draft Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail"* published by the Mayor in May 2009 in conjunction with the Proposed London Plan Alterations for public consultation or a subsequent version of that document published by the Mayor

2.19 "the Development"

outline application for the redevelopment of the site to provide 23,863 square metres of Class B1 floorspace; 2,125 square metres of Class B8 warehousing; 6,560 square metres of Class C3 residential and 1,935 square metres of ancillary space for parking servicing and storage in two separate buildings of up to seven storeys as shown on drawing numbers: PAC 001; PAC 002; PAC 003; PAC 004; PAC 005; PAC 006; PAC 007; PAC 008; PAC 098; PAC 099; PAC 100; PAC 101; PAC 102; PAC 103; PAC 104; PAC 105; PAC 106; PAC 107; and supporting documents:- Design & Access Statement (June 2009); Planning Statement (June 2009); Transport Statement (June 2009); Affordable Housing Statement (June 2009); Daylight and Sunlight and Views Statement (March 2009); Air Quality Assessment (March 2009); Environmental Noise Survey and PPG24 Assessment; (June 2009); Sustainability and Renewable Energy Statement (June 2009); Landscape Assessment (March 2009); Crime Impact Assessment (June 2009) and Amenity Space Assessment (June 2009)

2.20 "the Economic Appraisal"

an appraisal of the Development prepared in accordance with the guidance set out in the London Plan Affordable Housing Development Control Toolkit or such other methodology as agreed by the Council in writing which will determine the amount of Affordable housing to be provided within the Development

2.21 "the Education Contribution"

the sum to be calculated in accordance with the Council's Supplementary Planning Guidance as amended from time to time 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

2.22 "Energy Efficiency and Renewable Energy Strategy"

a strategy (including a 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 be limited to) the following:-

- (a) measures identified in the document entitled *Sustainability and Renewable Energy Statement for Outline Planning* by Ove Arup and Partners Limited dated June 2009;
- (b) a single heat and energy network and centre for the Development;
- (c) the orientation design building fabric u-values heating and cooling methods/design use of green/brown roofs mechanical services metering to reduce the Development's carbon emissions during Occupation beyond the most recent Building Regulations maximum requirements showing a comparison to both the Building Regulation maximums and the Energy SavingsTrust Best Practice;

- (d) the most carbon efficient energy supply to or generation on the Property including a site wide Combined Heat and Power system or Combined Cooling Heat and Power system or connecting to an existing Combined Heat and Power system (including the potential network at Regent's Place) and the possibilities of exporting energy from the Property (including to the nearby Council housing estates) and an Air Quality Assessment shall accompany this strategy;
- (e) details of how the Owner will further reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will use Reasonable Endeavours to secure a 20% reduction in carbon emissions in relation to the Property using a combination of low and zero carbon technologies ALWAYS PROVIDED that the technologies are complementary and do not compete with energy provided by any Combined Heat and/or Power or Combined Cooling Heat and Power system(s);
- (f) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (g) a building management system being an electronic system to monitor the

Development's heating cooling and the hours of use of plant;

- (h) any additional requirements as required by the Greater London Authority and the Council relating to energy systems such as a community heating system; and
- (i) 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

2.23 "the Existing Buildings"

the buildings and structures existing within the Property as at the date hereof

2.24 "the Financial Contributions"

the Education Contribution the Highways Contribution the Pedestrian Signage Contribution the Public Open Space Contribution and the Training and Employment Contribution

2.25 "the Highways Contribution"

the sum of £113,004 (one hundred and thirteen thousand and 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to comprise the following ("the Highways Works"):-

- (a) the repaving of the footway adjoining the Property as shown hatched blue on the Highways Plan annexed hereto; and

(b) any other works reasonably required by the Council as a direct result of the Development

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

2.26 "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

2.27 "Intermediate Housing"

Affordable Housing available on a New Build HomeBuy or other sub-market rent provision including Key Worker housing basis which meets the Council's intermediate housing requirements to people who at the commencement of their occupancy are in need of intermediate housing so that costs including service and estate charges are affordable by households in need of intermediate housing in terms set out in paragraph 3.37 of the London Plan as amended from time to time

2.28 "Intermediate Housing Scheme"

the programme where the Owner ensures the Intermediate Housing Units are occupied on a New Build 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 Homes and Communities Agency guidance

2.29 "Intermediate Housing Units"

the units of Intermediate Housing forming part of the Affordable Housing Units as set out in the Affordable Housing Plan

2.30 "Key Worker(s)"

any person who (unless otherwise agreed in writing by the Council) at the commencement of their occupancy, is in need of intermediate housing in terms set out in paragraph 3.26 of the London Plan February 2004 (subject only to review as set out herein) and who is employed on a full time basis under the terms of a public sector contract by:

(A)

- (i) an NHS Trust
- (ii) the Police Force, the Ambulance Service or the Fire Service;
- (iii) a government school, university or other public sector learning institution in any capacity in the teaching profession;
- (iv) a registered social or aged care provider;
- (v) a charity in the voluntary sector providing public services;

(vi) by a private transport provider under a public contract in capacity as a bus driver; a local authority; OR

(vii) otherwise employed under the terms of a public sector contract by a government or local government body in an essential community service as shall be approved jointly by the Owner the Administrator and the Council;

and

(B) whose annual household income is in terms set out in paragraph 3.26 of the London Plan (as amended from time to time)

2.31 "King's Cross Construction"

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

2.32 "the Level Plans"

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

2.33 "Local Procurement Code"

the code set out in the Third Schedule annexed hereto

2.34 "Mayor"

means the Mayor of London for the time being having the powers conferred upon that person by the Greater London Authority Act 1999

2.35 "New Build HomeBuy"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered 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)

2.36 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly and for the avoidance of doubt such expressions shall not include occupation of the Property for the purposes of site survey investigation construction or fitting out

2.37 "Open Space"

open space provided within the Development that is fit for purpose to be available for communal use by occupiers of the residential element of the Development or by the wider public and can include any amenity open space for example communal roof terrace areas informal or formal parks or playspace communal or community gardens

2.38 "the Open Space and Playspace Strategy"

a strategy setting out the provision of Open Space in the Development by the Owner together with an audit of Public Open Space in the vicinity of the Development such strategy to secure the following:-

- (a) the location (shown on a map) size and access arrangements to the Open Space;
- (b) securing a public access way across the Property as shown shaded black on the drawing numbered PAC100 annexed hereto

or such other location across the Property as agreed with the Council;

(c) an audit of Public Open Space (to include playspace if such playspace is not to be provided within the Development) in the vicinity of the Development to be accessed by the occupiers of the Development

(d) playspace specifications to be provided in accordance with the Mayor's Supplementary Planning Guidance [] March 2008 as amended from time to time;

(e) a management plan including proposed opening and closing times of the Open Space if any and a maintenance schedule of the Open Space; and

(f) any further information the Council acting reasonably requires in order for it to approve the strategy

2.39 "the Parties"

mean the Council and the Owner

2.40 "the Pedestrian
Signage Contribution"

the sum of £10,000 (ten 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 pedestrian signage and legible London way-finding scheme initiatives in the vicinity of the Development

2.41 "the Planning Application"

a planning application in respect of the Development of the Property submitted to the

Council and validated on 29 June 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/2827/P subject to conclusion of this Agreement

2.42 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.43 "the Planning Permission"

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

2.44 "the Property"

the land known as 132-142 Hampstead Road London NW1 2PS the same as shown shaded grey on the plan annexed hereto

2.45 "Proposed London Plan Alterations"

the document entitled "Proposed London Plan Alterations: Use of Planning Obligations in the Funding of Crossrail" published by the Mayor in May 2009 for public consultation or a subsequent version of that document published by the Mayor

2.46 "Public Art Contribution"

a sum of no less than £80,000 (eighty thousand pounds) to be expended by the Owner for the acquisition and provision of the Public Art Features in accordance with the provisions of this Agreement

2.47 "Public Art Features"

art works or features to be provided in accordance with the provisions of this Agreement

2.48 "Public Art Features Plan"

the plan to be submitted by the Owner and approved by the Council providing the details of and showing the location of the Public Art Features for permanent display on or in the vicinity of the Property which are to be in clear view of passers by of the Development and for the benefit of members of the general public and shall contain mechanisms for the following:-

- (a) to ensure the Owner is able to monitor and account to the Council for the spending of the Public Art Contribution the Owner shall at all times provide enough information to demonstrate to the Council's reasonable satisfaction that the Public Art Contribution has been spent in accordance with the approved plan; and
- (b) for ensuring value for money is achieved in the allocation and expenditure of the Public Art Contribution

2.49 "the Public Highway"

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

2.50 "Public Open Space"

open space such space can include any amenity open space (for example formal or informal parks) formal recreation areas children's play space and allotments and community gardens

2.51 "the Public Open Space Contribution"

the sum to be calculated in accordance with the Council's Camden Planning Guidance December 2006 as amended from time to time

and informed by the Open Space Strategy to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and the obtaining of land to provide public open spaces in the vicinity of the Development

2.52 "Reasonable Endeavours

where there is a reasonable endeavours obligation in this Agreement the Owner shall be bound to attempt to fulfil the relevant obligations by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then on the Council's request the Owner shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.53 "Registered Social Landlord"

a registered social landlord registered as such by the Homes and Communities Agency who has entered into an agreement with the Council 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

2.54 "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

2.55 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.56 "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 Property;

- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.57 "Social Rented Housing"

Affordable Housing 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 Homes and Communities Agency 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

2.58 "Social Rented Housing Units"

the units of Social Rented Housing forming part of the Affordable Housing Units as set out in the Affordable Housing Plan

2.59 "the Sustainability Plan"

a plan including a pre-assessment and 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 2008 assessment with a target of achieving a Very Good or higher rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

2.60 "the Training and Employment Contribution"

the sum of £150,000 (one hundred and fifty 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 to promote education and opportunities for jobs and employment to training within the London Borough of Camden

- 2.61 "Transport for London" means Transport for London or such other person nominated by the Mayor for receipt of the Crossrail Contribution
- 2.62 "the Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Development taking into account the elements set out in the Fourth Schedule hereto with a view to promoting the use of sustainable forms of transport and including provision for review and updating of the plan as appropriate
- 2.63 "Wheelchair Units" residential units that are designed to be wheelchair accessible or easily adaptable for residents who are wheelchair users in accordance with the Wheelchair Housing Design Guide 2006 guidelines (as updated from time to time) published by the National Wheelchair Housing Association Group

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

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

- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Any agreement, approval, certificate, consent or expression of satisfaction to be given by any party under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.14 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

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

- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units in accordance with the Affordable Housing Plan 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.**
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Homes and Communities Agency rental structure and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.**
- 4.1.5 Not to Occupy or allow Occupation of any part of the Development until such time as:**
- (i) Council has confirmed in writing that the requirements of the Affordable Housing Plan as approved by the Council have been implemented in accordance with approved Affordable Housing Plan;**
 - (ii) 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 4.1.3 hereof.**
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so 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.**

- 4.1.7 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 Homes and Communities Agency or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Council.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval a draft Construction Management Plan.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 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 by the Council to remedy such non-compliance.

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 to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction;
- b) King's Cross Construction is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that King's Cross Construction is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction and employed during the Construction Phase.

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

4.4 LOCAL PROCUREMENT

4.4.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and services to the Development in accordance with the Council's Local Procurement Code.

4.4.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of

tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

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

- 4.4.4 To use reasonable endeavours to provide opportunities for local businesses^{where vacancies arise} to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.5 SUSTAINABILITY PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval a draft Sustainability Plan.
- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan 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 the Development or any part of the Development at any time when the Development or the relevant part of the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and:-
- (i) in the event of non-compliance the Owner shall forthwith rectify any breach; and/or
 - (ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT the Owner 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 STRATEGY

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Strategy.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Strategy 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 Strategy 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 the Development or any part of the Development at any time when the Development or the relevant part of the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Strategy as approved by the Council from time to time and:-
 - (i) in the event of non-compliance the Owner shall forthwith rectify any breach; and/or
 - (ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Strategy.

4.7 SERVICE MANAGEMENT PLAN

- 4.7.1 On or prior to Implementation to submit to the Council for approval a draft Service Management Plan.

4.7.2 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.

4.7.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development or any part of the Development at any time when the Development or the relevant part of the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and:-

(j) in the event of non-compliance the Owner shall forthwith rectify any breach and/or

(ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT the Owner shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.8 THE TRAVEL PLAN

4.8.1 On or prior to Implementation to submit to the Council for approval a draft Travel Plan.

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

4.8.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of the Development or any part of the Development at any time when the Development or the relevant part of the Development is not being managed in accordance with the Travel Plan as approved by the Council from time to time and:-

(i) in the event of non-compliance the Owner shall forthwith rectify any breach and/or

- (ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT ^{the Owner} shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Travel Plan.

4.9 FINANCIAL CONTRIBUTIONS

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

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

4.10 HIGHWAYS

4.10.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.10.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

4.10.3 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.

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

4.10.5 If the Certified Sum exceeds the Highways Contribution then the Owner shall within twenty-eight days of the issuing of the said certificate pay to the Council the amount of the excess.

4.10.6 If the Certified Sum is less than the Highways Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.10.7 In relation to the costs of the Highway Works the Council shall:

- (a) use reasonable endeavours to procure that the Highway Works are carried out in a financially economic way;
- (b) when reasonably requested by the Owner provide to the Owner a written breakdown of all past and proposed future expenditure from the Highway Contribution;
- (c) use reasonable endeavours to notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed the Highway Contribution and use reasonable endeavours to consult with the Owner with a view to minimising such excess;
- (d) notify the Owner in writing when the Council becomes aware that the cost of the Highway Works will exceed £150,000 (one hundred and fifty thousand pounds) and consult with the Owner (before incurring any costs in relation to such further excess) with a view to minimising such further excess and pay due regard to any representations made by the Owner in relation to the minimising of such further excess.

4.11 INSTALLATION OF PUBLIC ART FEATURES

4.11.1 Prior to Implementation to submit to the Council for approval the Public Art Features Plan.

4.11.2 Not to Implement or permit Implementation of the Development until the Council has approved the Public Art Features Plan as demonstrated by prior written approval to that effect.

- 4.11.3 To install the Public Art Features to a minimum value of the Public Art Contribution in accordance with the Public Art Features Plan as approved by the Council and demonstrated by written approval to that effect.
- 4.11.4 To maintain the Public Art Features in perpetuity or otherwise replace with like at the Owner's expense (with the Council's prior written approval).
- 4.11.5 Not to Occupy or to permit Occupation of the Development until such time as the Owner has satisfied the Council that it has complied with clauses 4.11.3 as demonstrated by prior written approval to that effect.

4.12 THE COMMUNITY FACILITIES PLAN

- 4.12.1 On or prior to Implementation to submit to the Council for approval the Community Facilities Study.
- 4.12.2 Not to Implement nor permit Implementation of any part of the Development until such time as the Council has approved the Community Facilities Study.
- 4.12.3 In the event the approved Community Facilities Study concludes that it would be acceptable in the circumstances to provide the Community Facilities within the Development the Owner shall ensure:-
 - 4.12.3.1 On or prior to Implementation of the Development to submit to the Council for approval the Community Facilities Plan.
 - 4.12.3.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Community Facilities Plan as demonstrated by written notice to that effect.
 - 4.12.3.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the Community Facilities incorporated in the Community Facilities Plan as approved by the Council have been provided in the construction of the Development.
 - 4.12.3.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development or any part of the Development at any

or the relevant part of the Development

time when the Development is not being managed in accordance with the Community Facilities Plan as approved by the Council from time to time and

- (i) in the event of non-compliance the Owner shall forthwith rectify any breach and/or
- (ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT the Owner shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Community Facilities Plan

4.12.4 In the event the approved Community Facilities Study concludes that it would be inappropriate to provide Community Facilities within the Development the Owner shall:-

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

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

4.13 THE OPEN SPACE AND PLAYSPACE STRATEGY

4.13.1 On or prior to Implementation to submit to the Council for approval the Open Space and Playspace Strategy.

4.13.2 Not to Implement nor permit Implementation of any part of the Development until such time as the Council has approved the Open Space and Playspace Strategy.

4.13.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the Open Space incorporated in the Open Space and Playspace Strategy as approved by the Council have been provided within the Development

4.13.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of the Development or any part of the Development at any time when the Development or the relevant part of the Development is not being managed in strict accordance with the Open Space and Playspace Strategy as approved by the Council from time to time and:-

- (i) in the event of non-compliance the Owner shall forthwith rectify any breach; and/or
- (ii) in the event the Council identifies any non-compliance the Owner shall forthwith take any steps reasonably required by the Council to remedy any non-compliance it advises of in writing

AND FOR THE AVOIDANCE OF DOUBT the Owner shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Open Space and Playspace Strategy.

4.14 CAR FREE

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

4.14.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.14.1 above will remain permanently.

4.14.3 Or or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.14.1 of this Agreement.

4.15 THE CROSSRAIL PROJECT

4.15.1 The Owner shall notify the Council, the Mayor and Transport for London in writing prior to and with the anticipated date of Occupation of each of fifty per cent (50%) and then one hundred per cent (100%) of the B1 Element.

4.15.2 Within 21 days of each of the written notices referred to in Clause 4.15.1 the Owner shall pay to Transport for London (and notify the Council in writing that it has done so) the Crossrail Contribution in the following two tranches:-

- (a)** as to 50% following service of the notice as to Occupation of 50% of the B1 Element; and
- (b)** as to the remaining 50% following service of the notice as to Occupation of 100% of the B1 Element

4.15.3 Subject to the provisions of Clause 4.15.5 the Owner shall not cause or permit the Occupation of more than (as appropriate) 50% and 100% of the B1 Element unless and until each tranche of the Crossrail Contribution has been paid in accordance with Clause 4.15.2

4.15.4 The Crossrail Contribution (or each relevant tranche thereof) shall not be payable if at the relevant date of payment (i) the Crossrail SPG and the Proposed London Plan Alterations have not been formally adopted by the Mayor and (ii) the Crossrail Project has not started,

4.15.5 If by expiry of each 21 day period referred to in Clause 4.15.2 Transport for London have not provided payment details for the account into which payment of the relevant tranche of the Crossrail Contribution is to be made the Owner's obligations in Clause 4.15.2 shall be discharged by delivery of an undertaking from the Owner's solicitors jointly addressed to the Council, the Mayor and Transport for London that they hold cleared funds for the relevant tranche of the Crossrail Contribution and the Owner's irrevocable instruction and authority to pay it to Transport for London immediately upon receipt of such relevant account details.

4.16 OCCUPATIONAL TENANTS AT THE PROPERTY

- 14.16.1 Not to dispose of its interest in the Property to the Occupational Tenants (or anyone deriving Title from the Occupational Tenants) at the Property; and
- 14.16.2 Not to permit the Occupational Tenants (or anyone deriving Title from the Occupational Tenants) to make any alterations to the Property which will implement the Planning Permission without in each case the Occupational Tenants concerned (or anyone deriving Title from the Occupational Tenants) first entering into a Section 106 Agreement with the Council covenanting in identical terms 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 2009/2827/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 and any other 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 ZM759ZL065 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 (other than the Crossrail Contribution) 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 falling seven days after 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 Monitoring 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 2009/2827/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 and monitoring costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4** The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5** Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner nor their successors in title nor any person deriving title from it 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 and will consent to the removal of any entries made in respect of this Agreement in the Charges Register at the Land Registry.
- 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 (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable 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 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 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 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 shall cease to bind the Affordable 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 after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof nor any person deriving title from them.
- 6.10 Any person (or person claiming title from such person) to whom a Registered Social Landlord grants a New Build 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 a 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. RIGHTS OF THIRD PARTIES

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

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

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise 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 Practice 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 Practice 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 practice 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 where possible;
- 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 where possible 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 on site shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

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

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken using light scatter devices or similar. 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 as data checking. PM10 data shall be collected automatically on a fifteen minute 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 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

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 Actions & Responsibilities of Main Contractor

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

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

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

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

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

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the

total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

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

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

Fitting out by tenants

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

Facilities Management

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

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

THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel for residents and business 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 (as far as they relate to the Development) are contained within the Plan:-

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the Property (including parking, loading and unloading) to within the curtilage of the Property and reduce the impact of the Property 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 Property. This should include:

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

6. Cycling

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking; and
- 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 the Property;
- h. work with the Council to improve cycle routes to/from the Property.

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 at least every two years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

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

2. Consultation with employees and occupiers

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

3. Employee/Occupier Consultation and Travel Surveys

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

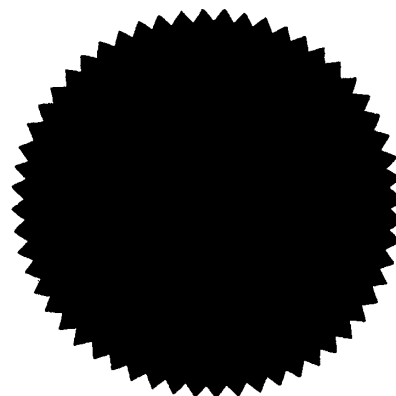
EXECUTED AS A DEED BY)
CENTRAL LONDON)
COMMERCIAL ESTATES LIMITED)
acting by a Director and its Secretary)
or by two Directors)

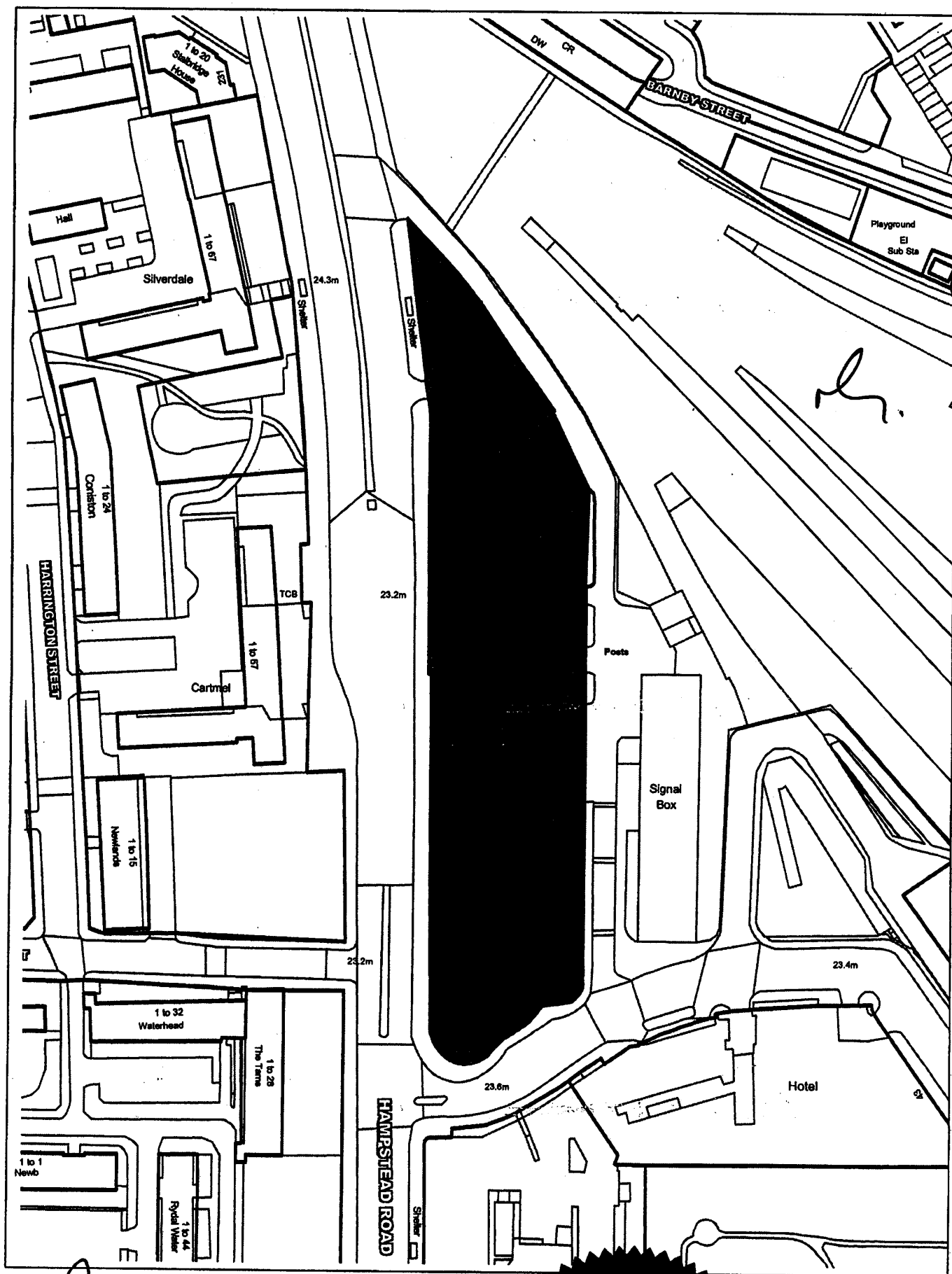
.....
Director

.....
Director/Secretary

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

.....
Authorised Signatory





Application No: 2009/2827/P
 132-142 Hampstead Road
 London
 NW1 2PS

Scale:
 1:1250
 Date:
 28-Sep-09



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DP9
100 Pall Mall
LONDON
SW1Y 5NQ

Application Ref: **2009/2827/P**

28 September 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
132-142 Hampstead Road
London
NW1 2PS

Proposal:

Outline application for the redevelopment of the site to provide 23,863sq.m. of Class B1 floorspace; 2,125sq.m. of Class B8 warehousing; 6,560sq.m. of Class C3 residential and 1,935sq.m. of ancillary space for parking servicing and storage, in two separate buildings of 5 to 7 storeys.

Drawing Nos: PAC 001 - 008; PAC 098 - 107. Supporting documents:- Design & Access Statement (June 2009); Planning Statement (June 2009); Transport Statement (June 2009); Affordable Housing Statement (June 2009); Daylight and Sunlight and Views Statement (March 2009); Air Quality Assessment (March 2009); Environmental Noise Survey and PPG24 Assessment; (June 2009); Sustainability and Renewable Energy Statement (June 2009); Landscape Assessment (March 2009); Crime Impact Assessment (June 2009); Amenity Space Assessment (June 2009).

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 Before commencement of the development, the site layout, appearance of the buildings and landscaping of the site ("the reserved matters") shall be submitted to and approved in writing by the local planning authority and the approved detailed shall be thereafter implemented and maintained.

Reason: In order that the local planning authority may give consideration to the details of the proposed development.

- 2 Application for approval of the reserved matters shall be submitted to the Council within three years from the date of this permission.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

- 3 The development must be begun not later than either five years from the date of this permission or two years from the final approval of the reserved matters, whichever is the later.

Reason: In order to comply with the provisions of Section 92 of the Town and Country Planning Act 1990 (as amended).

- 4 The total floorspace of the development shall not exceed 34,483sq m.

Reason: In order to define the permission.

- 5 The total floorspace of the B1 element of the development shall not exceed 23,863sq m.

Reason: In order to define the permission.

- 6 The total floorspace of the B8 element of the development shall comprise 2,125sq m.

Reason: In order to define the permission.

- 7 The total floorspace of the development residential element of the Development shall comprise 6,560sq m.

Reason: In order to define the permission.

- 8 The maximum height, lengths and widths of the buildings shall not exceed the parameters set by drawing Nos. PAC105 and PAC107.

Reason: In order to define the permission.

- 9 Vehicular access into the development shall not be located other than from the private service road to the rear of the development shown on plan Drwg No. PAC099 the widths and design of which shall be agreed in writing with the local planning authority before the development commences.

Reason: In order to define the permission and to secure satisfactory vehicular access and pedestrian safety.

- 10 Pedestrian access across the site shall be provided adjacent to the open space at the southern end of the development or other location the details of which shall be agreed in writing with the local planning authority before the development commences.

Reason: In order to define the permission and to secure satisfactory pedestrian access and safety.

- 11 Accompanying any application for approval of Reserved Matters, there shall be submitted full particulars of the proposed residential accommodation including details of the number of units, size, dwelling and tenure mix, the stage reached in the tendering/procurement of the social rented, shared ownership and/or key worker sub rented market rented units, the confirmed or anticipated ownership or management arrangements for each tenure of affordable housing units and the number, location, unit size and mix of wheelchair accessible homes.

Reason: To ensure a sustainable development and the provision of a variety of housing in terms of size and type of affordability that is in accordance with policies H1, H2, H7 and H8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 12 Accompanying any application for approval of Reserved Matters, there shall be submitted a detailed access audit for the scheme to demonstrate how it will allow inclusive access for the whole community. This shall refer to all parts of the scheme including each of the uses and any communal entrances and circulation areas. Included within this audit shall be Lifetime Homes information to show that all the 16 relevant points have been met for each residential unit, or where this is not feasible, the provision of a full and detailed justification; and information to show that at least 10% of units are wheelchair accessible or easily adaptable for residents who are wheelchair users.

Reason: In order to secure a suitable level of access for all, in accordance with the requirements of policies SD1C, H7 and B1 of the Camden Replacement Unitary Development Plan 2006.

- 13 The reserved matters shall include full details of an open space and children's playspace strategy for the residential and non-residential parts of the development.

Reason: In order to ensure the provision of open space and play space to meet the needs of the development in accordance with policies N4 and C3B of the London

Borough of Camden Replacement Unitary Development Plan 2006 and the London Plan SPG on Providing for Children and Young People's Play and Informal Recreation March 2008.

- 14 The reserved matters shall include full details of service and delivery areas for both the residential and commercial parts of the development including provision to ensure that all vehicles will be able to enter and leave the site in forward gear.

Reason: In order to ensure satisfactory arrangements for servicing of the site in accordance with policy T16 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 15 The reserved matters shall be accompanied by a statement explaining the underlying approach to the design of the proposed buildings and how a high quality of design will be achieved in relation to the proposed site access and layout and the surrounding urban context.

Reason: In order to ensure a good standard of design for the development in accordance with policies B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and policies 4B.1, 4B.2 and 4B.3 of the London Plan.

- 16 The proposed building housing the B1 floorspace shall be designed and constructed in accordance with a specification to be agreed in writing by the local planning authority to ensure its suitability for use for B1(c) light industrial purposes.

Reason: To ensure the development is suitable for a range of employment purposes in accordance with policy E2 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 17 None of the dwellings hereby permitted shall be occupied until a detailed scheme has first been submitted to and approved in writing by the local planning authority, indicating sound insulation and attenuated ventilation so as to ensure that noise from external sources shall not exceed the following levels:

Living rooms - 40dB LAeq, 16 hours 07.00 to 23.00

Bedrooms - 35 dB LAeq, 8 hours 23.00 to 07.00

The approved scheme shall be implemented prior to the first occupation of each dwelling and thereafter maintained.

Reason: In the interests of the amenities of future occupiers of the development and in accordance with policies SD6 and SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 18 Details of the proposed air conditioning and ventilation design for the proposed development, including an assessment of how the likely exposure of new residents to pollutants included in the Air Quality (England) Regulations 2000 has been minimised, shall be submitted to and approved by the local planning authority prior to the commencement of the development. This assessment shall include consideration of any site related boiler emissions.

Reason: In the interests of the amenities of future occupiers of the development and in accordance with policies SD6 and SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 19 Any Combined Heat and Power (CHP) installations included within the scheme shall not be commissioned until details of NOx emissions abatement to be incorporated within the CHP Plant have been submitted to and approved by the local planning authority.

Reason: In the interests of protecting the air quality of the area in accordance with policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 21 Before commencement of the relevant parts of the development, detailed drawings at an appropriate scale [including sections, all elevations and plans where appropriate] and/or samples of materials, as appropriate, shall be submitted to and approved in writing by the local planning authority; and the approved details/materials shall thereafter be implemented and retained. Such details shall include:

All external facing materials with respect to the following elements: windows, window openings [including surrounds and cills], glazing, balconies/terraces, balustrading, doors, facing materials (inc stonework), render, louvres, roof materials and green roof elements.

A sample materials board of these details shall be displayed erected and maintained on site throughout the construction period.

Reason: In order to safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1, S2 and B1 of the Camden Replacement Unitary Development Plan 2006.

- 22 Before commencement of the development, details of proposed slab levels of the development, in relation to the existing and proposed levels of the site and the surrounding land, shall be submitted to and approved in writing by the local planning authority and the approved details shall be thereafter implemented and maintained.

Reason: In order to ensure that the height of the development is no greater than indicated on the approved drawings, so as to protect the availability of light enjoyed by nearby residential premises, in accordance with the requirements of policy SD6 of the Camden Replacement Unitary Development Plan 2006.

- 23** Before commencement of the development, a method statement for the protection of all trees within the site to be retained and affected by construction works, shall be submitted to and approved in writing by the local planning authority; and the approved measures shall be thereafter implemented and maintained.

Reason: To ensure a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1, B7 and N7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 24** All hard and soft landscaping works approved in compliance with a reserved matters application 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. 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 local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 25** Before the development is commenced details of a Sustainable Urban Drainage System (SUDS) including green or brown roofs and collection of rain water for reuse shall be submitted to and approved in writing by the local planning authority. Such details shall, with the greenfield run-off rate as the target point of reference, demonstrate how the proposed system will minimise the site surface water run-off and amount and rate of waste water discharged to the sewer. The approved details shall be implemented prior to first occupation and maintained in the development.

Reason: In order to minimise the risk from flooding in accordance with policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 26** Before the development is commenced details of a scheme for provision of wildlife habitats within the scheme shall be submitted to and approved in writing by the local planning authority; and the approved details shall be thereafter implemented and maintained.

Reason: In order to conserve and enhance the biodiversity of the area in accordance with policy N5 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 27** The development shall be constructed in accordance with the maximum parking

standard of 1 space per 1,500sqm gross floor area for the B1/B8 uses of the scheme, details of location, design, layout and access of which [including disabled parking] shall be submitted to and approved in writing by the local planning authority prior to the uses commencing. Such details shall include 1 wheelchair accessible space for the residential part of the development. No other parking than has been approved shall be provided unless otherwise approved in writing by the Local Planning Authority.

Reason: In order to ensure a sustainable development in accordance with policies T1, T3 and Appendix 6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 28 Unless otherwise agreed in writing by the local Planning Authority, the development shall be constructed in accordance with the cycle parking/storage standards as set out in Appendix 6 of the London Borough of Camden Replacement Unitary Development Plan 2006, details of location, design, layout and access of which shall be submitted to and approved in writing by the local planning authority prior to the uses commencing.

Reason: In order to ensure a sustainable development and satisfactory provision for cyclists in accordance with policies T1, T3 and Appendix 6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 29 No works shall be carried out under this planning permission on the land or any part of the land within the development unless and until all parties with any legal or equitable interest (including for the avoidance of doubt any chargees) in the land under title numbers NGL593264, NGL122843 and NGL130744 have entered into an Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (and other appropriate powers) in the terms set out in the Section 106 Agreement annexed to this permission for the respective area of land, and title to the such area of land has been properly deduced to the Council.

Reason: In order to ensure the provision of appropriate mitigating infrastructure as required to meet the needs of the development in accordance with policy SD2 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, namely SD1 - Quality of life, SD2 - Planning obligations, SD3 - Mixed use development, SD4 - Density of development, SD6 - Amenity for occupiers and neighbours, SD7B - Noise/vibration pollution, SD8 - Disturbance from demolition, SD9 - Resources and energy, SD12B - Reuse of construction waste, H1 - New Housing, H2 - Affordable housing, H7 - Lifetime homes and wheelchair housing, H8 - Mix of units, B1 - General Design Principles, N2B - Development bordering public and private open space, N4 - Providing public open space, N5 - Biodiversity,

T1 - Sustainable transport, T2 - Capacity of transport provision, T3 - Pedestrians and cycling, T7 - Off-street parking, city car clubs and bike schemes, T8 - Car-free housing, T12 - Works affecting highways, T16 - Movement of goods, E1 - Location of business uses, E2 - Retention of existing business uses, C3B - Play facilities and LU1 - Land use proposal (site 20). Furthermore, the proposed development would provide a sustainable solution for the future of this site which offers valuable affordable housing and other uses in compliance with Camden's UDP policies. The proposed height, bulk and mass are acceptable for the site as assessed in its current context. The applicant has entered into a section 106 agreement to ensure that various matters such as affordable housing, sustainability, energy efficiency, open space, play space and community facilities will be addressed at the reserved matters stage to an appropriate extent to comply with the relevant policies stated above.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Highways Engineering Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 4444) or email highwayengineering@camden.gov.uk
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 5 You are advised of the presence of London Underground rail infrastructure (tunnels and a construction shaft) underneath the proposal site. It is the responsibility of the developer to consult London Underground Limited prior to the commencement of any works in connection with the construction of underground structures, foundations, or excavations that may have the potential to impact upon this infrastructure. Please contact London Underground Infrastructure Protection, 25 Eccleston Place, London, SW1W 9NF 020 7126 2774 lulcedip@tube.tfl.gov.uk
- 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

DATED

28 September

2009

(1) CENTRAL LONDON COMMERCIAL ESTATES LIMITED

and

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

A G R E E M E N T

relating to land known as
**132-142 HAMPSTEAD ROAD
LONDON NW1 2PS**

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

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(AH, EP, SP, TP, CF, SMP, CMP, HC, SPC, EC, PA, TEC, LC, LP, CFP)
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