

DATED 13TH MAY 2009

(1) GRAYS INN ROAD PROPERTIES LIMITED

and

(2) NATIONAL WESTMINSTER BANK PLC

and

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

A G R E E M E N T

relating to land known as

43-45 GRAY'S INN ROAD LONDON WC1X 8PP

and 23-30 KINGS MEWS LONDON WC1N 2JB

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
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THIS AGREEMENT is made the 13th day of May 2009

B E T W E E N:

1. **GRAYS INN PROPERTIES LIMITED** (Co. Regn. No.03659402) whose registered office is at Abbey House, 342 Regents Park Road, London N3 2LJ (hereinafter called "the Owner") of the first part
2. **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 135 Bishopsgate, London EC2M 3UR and whose address for service is Credit Documentation, PO Box 339, Manchester M60 2AH (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the property known as 43-45 Grays Inn Road, London WC1X 8PP and 23-30 Kings Mews, London WC1N 2JB details of which are set out in part 1 of Schedule One (hereinafter called the Property) under Title Numbers set out in part 1 of the Schedule One subject to the charges to the Mortgagee details of which are set out in part 2 of Schedule One.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 11 February 2009 and the Council resolved to grant permission conditionally under reference number 2009/0710/P subject to conclusion of this legal Agreement.

- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge details of which are set out in part 2 of the Schedule One (hereinafter called "the Legal Charges") is willing to enter into this Agreement to give its consent to the same to the extent that it relates to the parts of the Property set out in part 2 of Schedule One which are subject to the Legal Charges.

2. **DEFINITIONS**

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

- | | | |
|-----|----------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "Affordable Housing" | low cost housing provided by a Registered Social Landlord or the Council available for Social Rented Housing or Intermediate Housing to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market |

2.4 "Affordable Housing Units"

the 2 Intermediate Housing Units and 5 Social Rented Housing Units within the Development to be designed constructed fitted out and occupied exclusively as Affordable Housing and any variation to these figures will be subject to agreement with the Council

2.5 "the Certificate of Practical Completion"

the final certificate issued by the Owner or the Owner's contractor certifying that the Development has been completed to its reasonable satisfaction

2.6 "The Construction Management Plan"

a plan setting out how the Owner will undertake 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 has minimal impact on the surrounding environment including (but not limited to):

- (i) effects on the health and amenity of local residents site construction workers and local businesses adjoining developments undergoing construction
- (ii) effects on other Conservation Area ; features
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the

locality in advance of major operations delivery schedules and amendments to normal traffic arrangements;

- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (v) sizes of all construction vehicles and the schedule of when they will need to access the site;
- (vi) swept path drawing for the vehicle routes for all vehicle sizes;
- (vii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;
- (viii) details of proposed parking bays suspensions and temporary traffic management orders;
- (ix) the proposed working hours;
- (x) the inclusion of a waste management strategy for handling and disposing of construction waste, and
- (xi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and

reviewing as required from time to time

2.7 "The Construction Phase"

the whole period between

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

2.8 "the Council's Considerate Contractor Manual"

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

2.9 "the Development"

Redevelopment of the site following the demolition of the existing 2 and 3 storey storage buildings at 23-30 Kings Mews including the erection of a new part 3, part 4 storey building to accommodate 18 private residential flats (10 x 1 bed, 5 x 2 bed, 3 x 3 bed), and erection of rear extension at first to third floor levels and mansard roof extension at fourth floor level at 43-45 Gray's Inn Road and provision of a new shopfront associated with the retained retail use at ground and basement floor levels, and change of use of the upper floors from part offices and part residential to a wholly residential use to accommodate 7 affordable flats (3 x 1 bed, 3 x 2 bed, 1 x 4 bed) as shown on drawing numbers Site Location Plan (2439/00-001 Rev A);

2438/00-010; 2439/00-011; 2439/00-012;
 2439/00-013; 2439/00-014; 2439/00-015;
 2439/00-016; 2439/00-020; 2439/00-021;
 2439/00-022; 2493/00-030; 2439/00-031;
 2439/00-032; 2439/00-033; 2439/00-049;
 2439/00-050 Rev E; 2439/00-051 Rev E;
 2439/00-052 Rev F; 2439/00-053 Rev E;
 2439/00-054 Rev D; 2439/00-055 Rev D;
 2439/00-069 Rev E; 2439/00-070 Rev E;
 2439/00-079 Rev E; 2439/00-080 Rev E;
 2439/00-081 Rev D; 2439/00-082 Rev B;
 2439/00-083 Rev A; 2439/00-84 Rev A;
 2439/00-0100 Rev C; 2439/00-0101 Rev D;
 2439/00-0102; 2439/00-0110 Rev A; 2439/00-
 0115; 2439/00-0120 Rev A; Archaeological
 Desk-based assessment; Renewables
 Statement; Eco-Homes Pre-Assessment Report;
 Planning Statement; Daylight and Sunlight;
 Report on Planning Considerations.

**2.10 "the Education
Contribution"**

the sum of £29,012 (Twenty Nine Thousand and Twelve Pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.11 "the Financial Contributions"

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

**2.12 "the Highways
Contribution"**

the sum of £49,500 (Forty Nine Thousand and Five Hundred Pounds) to be paid by the Owner

to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following:

- a) construction of a footway adjacent to the site on the eastern side of King's Mews running the length of King's Mews between Theobald's Road and Northington Street;
- b) relocation of the existing disabled parking bay to the western side of Kings Mews and costs associated with the required traffic management order to allow these works;
- c) costs associated with the required traffic management order to make a one way northbound system for Kings Mews; and
- d) any other highways works or measures reasonably required to be undertaken in the vicinity of the Property as a consequence of the Development ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "HomeBuy"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Housing Corporation

guidance and requirements under which a Registered Social Landlord develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale (formally known as Shared Ownership)

2.14 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act provided that for the avoidance of doubt a material operation shall not be deemed to have taken place for the purposes of this Agreement by the carrying out of archaeological works, site surveys, site or soil investigations, ground investigations, the erection of fencing to enclose the Development or any part of the Development or hoardings works of decontamination, works of site clearance, construction of temporary access and site preparation and references to "Implementation" and "Implement" shall be construed accordingly

2.15 "Intermediate Housing"

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

2.16 "Intermediate Housing Scheme"

the programme where a Registered Social Landlord ensures the Intermediate Housing Units are occupied on a HomeBuy basis with an initial equity share offer of 25 percent and a rent level of 2 percent (per annum) on the retained equity such levels to be retained in perpetuity

	subject to incremental increases linked to the Retail Price Index in accordance with Housing Corporation guidance
2.17 "Intermediate Housing Units"	the 2 units of Intermediate Housing forming part of the Affordable Housing Units comprising as shown on Plan 2439/00-054 RevD
2.18 "Kings Cross Construction"	from time to time shall be as follows: Kings Cross Construction Training Centre Kings Cross Freight Depot York Way London N1 0UZ
2.19 "the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.20 "Lifetime Home Standards"	the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) in order to provide accessible housing in the Development
2.21 "Local Labour"	residents of the London Borough of Camden
2.22 "Local Labour Contribution"	the sum of £15,000 (Fifteen 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 training and employment opportunities of residents in the London Borough of Camden

- 2.23 "Mobility Housing Standards" housing that meets the minimum requirements of the Wheelchair Housing Design Guide 1997 published by the National Wheelchair Housing Association Ground (NATWHAG) and as amended from time to time as set out in Appendix 5 of the GLA Supplementary Planning Guidance "Accessible London: achieving an inclusive environment" dated April 2004 as amended from time to time
- 2.24 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.25 "the Parties" mean the Council the Owner and the Mortgagee
- 2.26 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 11 February 2009 for which a resolution to grant permission has been passed conditionally under reference number 2009/0710/P subject to conclusion of this Agreement
- 2.27 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.28 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.29 "the Property" the land known as 43-45 Gray's Inn Road London WC1X 8PP and 23-30 Kings Mews London WC1N 2JB as the same is shown shaded grey on the plan annexed hereto details of which are set out in part 1 of Schedule One
- 2.30 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.31 "the Public Open Space Contribution" the sum of £26,302.50 (Twenty Six Thousand Three Hundred and Two Pounds and Fifty Pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of maintenance upkeep and preservation of public open spaces in the in the vicinity of the Development
- 2.32 "Registered Social Landlord" a registered social landlord registered as such by the Housing Corporation 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
- 2.33 "the Renewable Energy Plan" a plan based on *Integrating Renewable Energy into New Developments: Toolkit for Planners Developers and Consultants* by London

Renewables (as updated from time to time) setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions by at least 20% by using renewable energy methods

2.34 "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

2.35 "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

**2.36 "Secure by Design
Developers Letter"**

the approval given to building developments which following consultation with local police Architectural Liaison Officers (or Crime Prevention Design Advisors) are built to conform to the Association of Police Officers guidelines to reduce the opportunity for crime

2.37 "Social Rented Housing"

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented

Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development or on another basis reasonably required by a Registered Social Landlord as agreed by the Council in writing.

2.38 Social Rented Housing Units"

the 5 units of Social Rented Housing forming part of the Affordable Housing Units as shown on Plan 2439/00-051 Rev E, Plan 2439/00-052 Rev F and Plan 2439/00-053 Rev E

2.39 "the Sustainability Plan"

a statement including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent 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 Buildings attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

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 (subject as hereinafter expressly provided) against any person deriving title to any part of the Property from

the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall not become binding upon the Owner until the Implementation Date and are conditional upon the Council granting the planning permission.
- 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.
 - 3.7.1 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes unless otherwise agreed by the Council in writing that the restriction contained in this Agreement be lifted.
- 3.8 Where any approval, agreement, consent, certificate confirmation or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.
- 4.1.2 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than (i) for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.3 Not to occupy or allow occupation of any of the residential units forming part of the Development until such time as:
 - (i) the Affordable Housing Units have been transferred or demised to a Registered Social Landlord approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1 hereof.
- 4.1.4 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.

- 4.1.5 The Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social Landlord registered with the Housing Corporation or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation or the Council.

4.2 CAR FREE

- 4.2.1 The Owner hereby covenants with the Council 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.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2 above will remain permanently (unless otherwise agreed by the Council in writing that the restriction contained in this Agreement be lifted)
- 4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2 of this Agreement

4.3 CONSTRUCTION MANAGEMENT AGREEMENT

- 4.3.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.

4.3.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Construction Management Plan pursuant to clause 4.3.1 of this Agreement in writing.

4.3.3 After Implementation, the Owner shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan as approved by the Council and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

4.4 FINANCIAL CONTRIBUTIONS

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

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

4.5 HIGHWAYS

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

4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans pursuant to clause 4.5.1 of this Agreement in writing.

4.5.3 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers appropriate but so that access to the property is available at all times.

4.5.4 The Owner is to use all reasonable endeavours to provide the Council with access to the relevant parts of the Property at a time specified in a schedule agreed between the Council and the Owner in order for the Council to carry out the Highway Works.

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

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

4.5.7 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference

4.6 LIFETIME HOME STANDARDS

4.6.1 The Council has approved plans for the proposed Development showing all Residential Units designed to Lifetime Homes Standards .

4.6.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.6.1 of this Agreement.

4.6.3 Not to Occupy or allow Occupation of any of the residential units forming part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the residential units have been built out to Lifetime Homes Standards as previously approved and recorded in clause 4.6.1 of this Agreement.

4.7 LOCAL LABOUR/PROCUREMENT

4.7.1 The Owner (and its agents employees and contractors) shall use its reasonable endeavours to secure that no less than 15% of the workforce employed in the Construction Phase of the Development is comprised of Local Labour

4.7.2 The Owner (and its agents employees and contractors) shall use its reasonable endeavours to buy goods and services from businesses within the London Borough of Camden during the Construction Phase of the Development unless this is financially disadvantageous to the Owner

4.7.3 The Owner shall arrange a meeting between themselves and their main contractor(s) and Kings Cross Construction to discuss the employment needs of the main

contractor(s) and to discuss how Kings Cross Construction might assist the main contractor(s) recruit Local Labour to onsite vacancies

- 4.7.4 The Owner (and its agents employees and contractors) shall notify Kings Cross Construction of all vacancies arising from the Development for employees self-employees sub-contractors and any other form or type of employment
- 4.7.5 The Owner shall supply Kings Cross Construction with a full labour programme (and three-monthly updates) for the lifetime of the Construction Phase of the Development identifying what skills and employment are needed through the Construction Phase and the measures that will be adopted to ensure that these needs are met as far as possible through the recruitment of Local Labour
- 4.7.6 The Owner shall provide the Council with a detailed three-monthly labour return for monitoring and self-employment profile of all workers employed during the Construction Phase
- 4.7.7 Prior to Implementation the Owner shall agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the local procurement code ("the Local Procurement Code") annexed hereto as Schedule Two.
- 4.7.8 Prior to Implementation the Owner shall meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.7.9 The Owner shall use its reasonable endeavours 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 reasonably required by the Council to remedy such non-compliance.
- 4.7.10 The Owner 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.

4.8 MOBILITY HOUSING STANDARDS

- 4.8.1 The Council has approved plans for the proposed Development showing three of the Residential Units designed to Mobility Housing Standards.
- 4.8.2 Not to Implement or allow Implementation of the Development otherwise than in strict accordance with the plans referred to in clause 4.8.1 to this Agreement.
- 4.8.3 Not to Occupy or allow Occupation of any of the residential units forming part of the Development until the Council has confirmed by written notice to that effect that the allocated residential units have been built to Mobility Standards.

4.9 RENEWABLE ENERGY

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.
- 4.9.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan pursuant to clause 4.9.2 above as demonstrated by written notice to that effect.
- 4.9.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

4.10 SECURE BY DESIGN CERTIFICATION

- 4.10.1 Not to Implement or permit Implementation until such time as the Owner has demonstrated to the Council's reasonable satisfaction (as evidenced by written notice from the Council) that it has used its reasonable endeavours to obtain the recommendations of the Association of Police Officers with a view to achieving a Secure by Design Developers Letter.
- 4.10.2 On or prior to Occupation to apply to the Association of Police Officers with a view to achieving a Secure by Design Developers Letter.

- 4.10.3 Not to Occupy or permit Occupation of any part of the Development until either the Secure by Design Developers Letter has been obtained or the Council has confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that the Owner has used reasonable endeavours to obtain the Secure by Design Developers Letter.

4.11 SUSTAINABILITY

- 4.11.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.11.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council pursuant to clause 4.11.1 above as demonstrated by written notice to that effect
- 4.11.3 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.
- 4.11.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

5. OBLIGATIONS OF THE COUNCIL

- 5.1 The Council hereby covenants with the Owner to use all reasonable endeavours to carry out and complete the Highway Works in a good and workmanlike manner and to employ a qualified contractor to carry out and complete the Highways Works.
- 5.2 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to agree when the Highways Works are to commence and aims for the Highways Works to be completed prior to Occupation of the Development and the Council shall use its reasonable endeavours to achieve that aim.

5.3 If the Council reasonably requires any further works to be undertaken to the highway in addition to those set out in clause 2.8 or introduce measures reasonably required as a consequence of the Development it will liaise with the Owner and advise of the additional measures as soon as reasonably possible.

5.4 Upon receipt of a written request the Council shall provide accounts to the Owner detailing how the Highways Contribution has been spent

5.5 The Council covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in the Agreement for which they are to be paid.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 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.

6.2 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 the date upon which the Development is ready for Occupation.

6.3 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 reasonable 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.

6.4 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.

6.5 Payment of the Financial Contributions pursuant to Clause 4.4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a cheque or 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 ZM680ZL065 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.

6.6 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.

6.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

5.8 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2009/0710/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in sub-clauses 4.1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (“the Registered Proprietor”) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied:
- i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units and/or the Intermediate Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units and/or the Intermediate Housing Units or any such receiver or administrative receiver shall serve written notice (“the Default Notice”) upon the Council.

- ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units as the case may be
- iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units and/or the Intermediate Housing Units within the six calendar month period specified above ("the Specified Period") on the terms specified above then should the Mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units and/or the Intermediate Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and/or the Intermediate Housing Units and shall cease to bind the Affordable Housing Units and/or the Intermediate Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units and/or the Intermediate Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clauses 4.1 hereof as will any person deriving title therefrom.

6.10 Any person (or person claiming title from such person) to whom an Registered Social Landlord grants a HomeBuy lease (whether or not the equity share is subsequently staircased to 100%), or any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) or right to buy pursuant to the Housing Act 1985 (or any statutory successor) shall be released from the obligations of Clause 4.1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Council's reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant or purchaser shall be applied

exclusively for the provision of Affordable Housing within the London Borough of Camden.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the parts of the Property over which it has a charge but not further or otherwise.

8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY
GRAYS INN PROPERTIES LIMITED
acting by a Director and its Secretary
or by two Directors

Sal. Ikin

Director

Director/Secretary

SIGNED AND DELIVERED AS A DEED
FOR AND ON BEHALF OF
NATIONAL WESTMINSTER BANK PLC

By a duly authorised Attorney
in the presence of: *Martin Freeman*

[Signature]

Witness Signature - Bank Employee

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

Authorised Signatory

Teacher ever with 1 (LBC)

in the presence of:
S. East
witness signature

witness name Sharon Stark

witness address 37-41 Bedford
Row
London WC1R 4EH

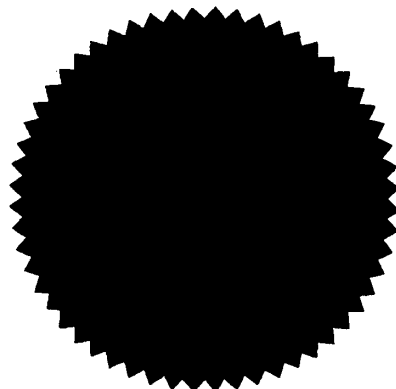
TEACHER STERN
37/41 BEDFORD ROW
LONDON, WC1R 4JH

[Signature]

John Yates

Document 22, Chris 17, Document 1101

293346/RUZ/ML



SCHEDULE ONE

Part 1

The Property comprises the following properties:-

- 1) The property being 43 Grays Inn Road, London WC1X 8PR as the same is registered at HM Land Registry under Title Number 283776 and shown edged red on the plan of such Title
- 2) The property being 45 Grays Inn Road and 25 Kings Mews, Holborn, as the same is registered at HM Land Registry under Title Number NGL183712 shown edged red on the plan of such Title
- 3) The property being 23 and 24 King's Mews as the same is registered at HM Land Registry under Title Number LN116423 shown edged red on the plan of such Title
- 4) The property being 26, 27 and 28 King's Mews as the same is registered at HM Land Registry under Title Number LN122172 shown edged red on the plan of such Title
- 5) The property being 29 and 30 King's Mews as the same is registered at HM Land Registry under Title Number LN122001 shown edged red on the plan of such Title

Part 2

The charges to the Mortgagee are the following charges:-

- 1) Charge dated 13th May 2008 over the property being 43 Grays Inn Road, London WC1X 8PR registered at HM Land Registry under Title Number 283776
- 2) Charge dated 28th October 2008 over 45 Grays Inn Road and 25 King's Mews, Holborn registered at HM Land Registry under Title Number NGL183712

SCHEDULE TWO

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).

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

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.

3-30 Kings Mews & 43-45 Grays Inn Road
London WC1N 2JB



July in
2. 2001

[Signature]
[Signature]

Montagu Evans LLP
Clarges House
6-12 Clarges Street
LONDON
W1J 8HB

Application Ref: 2009/0710/P

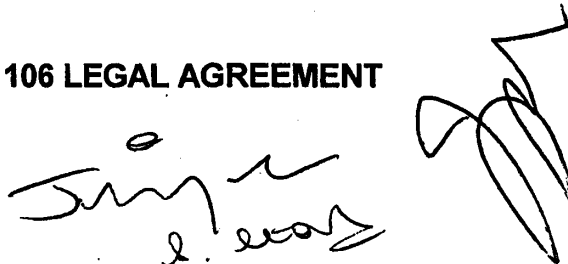
08 May 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**23-30 Kings Mews &
43-45 Grays Inn Road
London
WC1N 2JB**



Proposal:

DECISION
Redevelopment of the site following the demolition of the existing 2 and 3 storey storage buildings at 23-30 Kings Mews including the erection of a new part 3, part 4 storey building to accommodate 18 private residential flats (10 x 1 bed, 5 x 2 bed, 3 x 3 bed), and erection of rear extension at first to third floor levels and mansard roof extension at fourth floor level at 43-45 Gray's Inn Road and provision of a new shopfront associated with the retained retail use at ground and basement floor levels, and change of use of the upper floors from part offices and part residential to a wholly residential use to accommodate 7 affordable flats (3 x 1 bed, 3 x 2 bed, 1 x 4 bed).

Drawing Nos: Site Location Plan (2439/00-001 Rev A); 2438/00-010; 2439/00-011; 2439/00-012; 2439/00-013; 2439/00-014; 2439/00-015; 2439/00-016; 2439/00-020; 2439/00-021; 2439/00-022; 2493/00-030; 2439/00-031; 2439/00-032; 2439/00-033; 2439/00-049; 2439/00-050 Rev E; 2439/00-051 Rev E; 2439/00-052 Rev F; 2439/00-053 Rev E; 2439/00-054 Rev D; 2439/00-055 Rev D; 2439/00-069 Rev E; 2439/00-070 Rev E; 2439/00-079 Rev E; 2439/00-080 Rev E; 2439/00-081 Rev D; 2439/00-082 Rev B; 2439/00-083 Rev A; 2439/00-84 Rev A; 2439/00-0100 Rev C; 2439/00-0101 Rev D; 2439/00-0102; 2439/00-0110 Rev A; 2439/00-0115; 2439/00-0120 Rev A; Archaeological Desk-based assessment; Renewables Statement; Eco-Homes Pre-Assessment Report; Planning Statement; Daylight and Sunlight; Report on Planning Considerations.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of the permission.

Reason: In order to comply with the provisions of section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 A Sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1, S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 3 Before the development commences, details of the proposed cycle storage area for 28 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

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

- 4 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 SD10B of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 No development shall take place until the applicant has implemented a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the subsequent recording of the remains prior to development in accordance with the requirements of policy B8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 The privacy screen on the rear elevation of Block B at first floor level as shown on the approved drawings shall be provided prior to occupation of the residential unit and shall be permanently maintained and retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1, S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The screening to the bedrooms on the rear elevation of Block A and Block B at second floor level as shown on the approved drawings shall be provided prior to occupation of the residential units and shall be permanently maintained and retained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1, S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 The use of the terraces to the rear of Block A and Block B shall not commence until the screens, as shown on the approved drawings, have been constructed. The screens shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1, S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 The storage area for waste and recycled materials shall be provided prior to the first occupation of any of the new units and permanently maintained and retained thereafter.

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

- 10 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment are in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

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

- 11 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the Local Planning Authority before the development commences. The building shall not be occupied until the approved details have been implemented and the works shall be permanently retained and maintained thereafter.

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

- 12 Before any of the new residential units are occupied, details of sound insulation measures for all of the new residential units which would have windows fronting Grays Inn Road shall be submitted to and approved in writing by the Local Planning Authority. The approved sound insulation measures shall be installed prior to occupation of any of the residential units and retained and maintained thereafter.

Reason: To safeguard the future residential amenity of the occupiers of the building in accordance with the requirements of policies SD6 and SD7b of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 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 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 This permission is granted with the proviso to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Applications for consent should be obtained from the Council's One Stop Reception, Environment Department, Camden Town Hall, Argyle Street WC1H 8EQ. (Tel: 020 7974 5613 or email env.devcon@camden.gov.uk or on www.camden.gov.uk/planning)
- 6 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 7 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.
- 8 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 9 With regard to condition 4 you are advised to refer to Planning Policy Statement 23 (Planning and Pollution Control) Annex II: Development on Land Affected by Contamination for advice on developing land that may be affected by contamination; this document is available to download at <http://www.communities.gov.uk>. Further information is also available on the Council's Contaminated Land web pages at www.camden.gov.uk/contaminatedland Please contact the Environmental Health Team on 020 7974 2090 for specific queries regarding developments on potentially contaminated land.

10 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD1, SD2, SD4, SD6, SD7B, SD8, SD9, SD10B, SD12, H1, H2, H7, H8, B1, B3, B4A, B7, B8, N4, N5, T1, T2, T3, T7, T8, T12, E2 and E3B. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Director

DRAFT

DECISION

DATED 13TH MAY

2009

(1) GRAYS INN ROAD PROPERTIES LIMITED

and

(2) NATIONAL WESTMINSTER BANK PLC

and

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

A G R E E M E N T

relating to land known as

43-45 GRAY'S INN ROAD LONDON WC1X 8PP

and 23-30 KINGS MEWS LONDON WC1N 2JB

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