

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "The Certificate of Practical Completion" the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction
- 2.4 "The Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion.
 - (iii)
- 2.5 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.6 "Construction Management Plan" a plan setting out how the Owner will undertake 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 has minimal impacts on the surrounding environment including (but not limited to):-

- (i) a statement concerning the construction of the Development to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings on the Property
- (ii) effects on the health and amenity of local residences site construction workers local businesses adjoining developments undergoing construction;
- (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 (if any);
- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;
- (v) sizes of all vehicles and the schedule of when they will need access to the site;
- (vi) swept path drawing for the vehicle routes for all vehicles 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 Development"

Erection of a fourth floor extension of west wing for offices (Class B1) and the relocation of plant (with acoustic screening). as shown on drawing numbers Site Location Plan; Detail 1; Detail 2; R02; R12; SR02; S03; F01; FL04; F11; FL14; FL14 Rev A; FL15; SR12; S13; Photosheets x 3; Air Conditioning/Acoustic Screening Details.

2.8 "the Implementation Date"

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

- 2.9 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Council the Owner and
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8 August 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/1989/P subject to conclusion of this Agreement
- 2.12 "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
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 67 Clerkenwell Road London EC1R 5BL the same as shown shaded grey on the plan annexed hereto

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 Owners as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owners 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.

4. OBLIGATIONS OF THE OWNER

Construction Management Plan

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

- 4.4.2 Not to Implement or allow Implementation until such time as the Council has approved the Construction Management Plan such consent not to be unreasonably withheld or delayed
- 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 Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owners 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 Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2008/1989/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owners 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 Owners' 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 Owners possession (at the Owners expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owners agree declare and covenant with the Council that they 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 Owners 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 The Council will issue the Certificate of Practical Completion as soon as reasonably practicable upon the Development being completed to its reasonable satisfaction.

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/1989/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 Owners agree 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 Owners hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning

Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owners 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 Owners) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **JOINT AND SEVERAL LIABILITY**

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

8. **RIGHTS OF THIRD PARTIES**

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

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

EXECUTED AS A DEED BY)
CLERKENWELL HOUSE (1987) LIMITED)
acting by a Director and its Secretary)
or by two Directors)

David Ian de Groot
.....
Director

[Signature]
.....
Director/Secretary

EXECUTED AS A DEED BY)
DAVID IAN DE GROOT)
in the presence of:)

David Ian de Groot

M. Widooshim
.....
Witness Signature

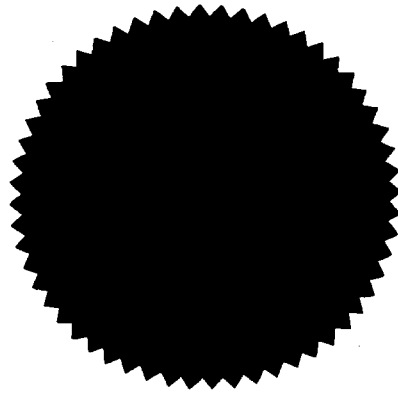
Witness Name: MARILYN WIDOUSHIM

Address: 32 LYNTON CRESCENT, ILFORD, ESSEX IG2 6DH

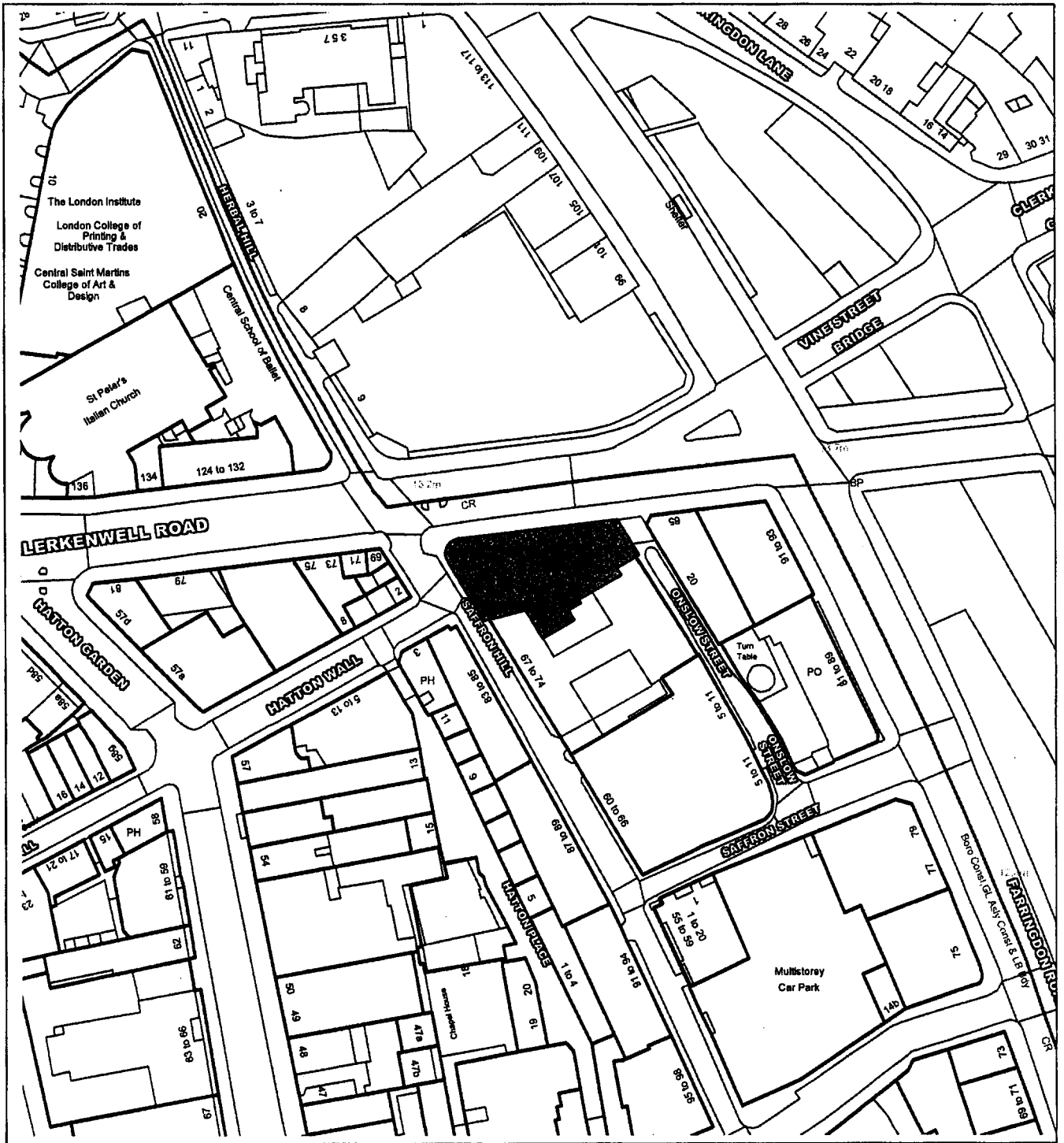
Occupation: PROPERTY MANAGER

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

[Signature]
.....
Authorised Signatory



**CLERKENWELL HOUSE, 67 CLERKENWELL ROAD,
LONDON EC1R 5BL**



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Trident Building Consultancy Ltd
10 King William Street
London
EC4N 7TW

Application Ref: **2008/1989/P**

08 January 2008

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:
Clerkenwell House
67 Clerkenwell Road
London
EC1R 5BL

Proposal:

Erection of a fourth floor extension to offices (Class 1) and the relocation of plant (with acoustic screening).

Drawing Nos: Site Location Plan; Detail 1; Detail 2; R02; R12; SR02; S03; F01; FL04; F11; FL14; FL14 Rev A; FL15; SR12; S13; Photosheets x 3; Air Conditioning/Acoustic Screening Details.

DECISION

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1; B3 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Noise levels at a point on a sensitive façade shall be at least 5dB(A) less than the existing background level (LA90), expressed in dB(A) when all plant/equipment are in operation. Any 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.

Informative(s):

DRAFT

DECISION

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 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 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 SD3; SD6; SD7; SD8; B1; B3 and B7. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 On completion of the development works you are advised that, the applicant shall confirm in writing to the Councils Environmental Health Department that the louvre (Single Acoustic Louvre Type ACL1) enclosure structure has been installed.
- 5 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.

DRAFT

Yours faithfully

Culture and Environment Directorate

DECISION

DATED

9th APR.

2009

(1) CLERKENWELL HOUSE (1987) LIMITED AND DAVID IAN DE GROOT

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
67 CLERKENWELL ROAD LONDON EC1R 5BL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

**Tel: 020 7974 1918
Fax: 020 7974 2962**

**G: Case Files/Culture & EnvPlanning/S106 Agreements/ (CF)
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