

DATED

22 DECEMBER

2006

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF CAMDEN**

- and -

THE SECRETARY OF STATE FOR TRANSPORT

- and -

LONDON & CONTINENTAL RAILWAYS LIMITED

- and -

NATIONAL CARRIERS LIMITED

- and -

ARGENT (KING'S CROSS) LIMITED

- and -

TRANSPORT FOR LONDON

**DEED OF PLANNING OBLIGATIONS PURSUANT TO
SECTION 106 OF THE
TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS RELATING TO
KING'S CROSS CENTRAL LONDON**

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CONTENTS

PART 1	1
1. DEFINITIONS AND INTERPRETATION	2
2. GOVERNING LEGAL PROVISIONS	10
3. PROVISIONS TO BE CONDITIONAL	12
4. FURTHER PLANNING PERMISSIONS AND JUDICIAL REVIEW	12
5. LCR'S, NCL'S AND THE DEVELOPER'S OBLIGATIONS	14
6. COUNCIL'S OBLIGATIONS	14
7. TFL'S OBLIGATIONS	14
8. ENFORCEABILITY RELEASE AND CERTIFICATES OF COMPLIANCE	14
9. COUNCIL'S POWERS AND DUTIES	16
10. TFL'S AND SECRETARY OF STATE'S POWERS AND DUTIES	16
11. LOCAL LAND CHARGE	16
12. VAT	17
13. GOOD FAITH AND GOOD PRACTICE	17
14. APPROVALS, EXPRESSIONS OF SATISFACTION	17
15. REVIEW PROCEDURE	17
16. RESOLUTION OF DISPUTES	18
17. THIRD PARTY RIGHTS	20
18. NOTICES	20
19. STANDARDS FOR FACILITIES	22
20. INDEXING OF CONTRIBUTIONS	22
21. LEASE OFFER	23
22. ALTERNATIVES TO PROVISION OF FACILITIES	23
23. CONTRACTS FOR SPECIFIED WORKS	24
24. LEGAL FEES AND MONITORING COSTS	25
25. REMEDIES	25
26. NOTICE / MONITORING	26
27. PLANNING GAIN SUPPLEMENT	26
28. CERTIFICATION OF PRACTICAL COMPLETION	27
29. APPLICATION AND REPAYMENT OF FINANCIAL CONTRIBUTIONS	28
30. USE OF PAYMENTS TOWARDS ALTERNATIVE PURPOSES	28
31. TERMINATION OF OBLIGATIONS	29
PART 2	32
SECTION A: EMPLOYMENT & TRAINING - CONSTRUCTION	32
SECTION B: EMPLOYMENT & TRAINING POST-CONSTRUCTION	48
SECTION C: COMMUNITY ENTERPRISE	59
SECTION D: SMALL BUSINESS SPACE	60

SECTION E: LOCAL BUSINESS SUPPORT AND LOCAL PURCHASING STRATEGY	62
SECTION F: BUSINESS VOLUNTEERING	64
SECTION G: SOCIAL AND COMMUNITY FUND	67
SECTION H: COMMUNITY MEETING FACILITIES	68
SECTION I: COMMUNITY SAFETY	71
SECTION J: EDUCATION	73
SECTION K: SUPPORTING LOCAL SCHOOLS	81
SECTION L: LEISURE	83
SECTION M: HEALTH	87
SECTION N: PUBLIC REALM AREAS AND DEVELOPMENT ESTATE REALM AREAS	98
SECTION O : ADJACENT STREET IMPROVEMENTS	105
SECTION P: IMPROVEMENT TO ADJACENT/LOCAL OPEN SPACES	108
SECTION Q: PUBLIC ART	109
SECTION R: PEDESTRIAN BRIDGE - WHARFDALE ROAD TO BOULEVARD	111
SECTION S: CAMLEY STREET NATURAL PARK	112
SECTION T: CANAL AND WATERSPACE ENHANCEMENT WORKS	116
SECTION U: SUPPORT FOR IMPLEMENTATION PANELS	122
SECTION V: ACCESS AND INCLUSIVITY	124
SECTION W: ENVIRONMENTAL SUSTAINABILITY	126
SECTION X: ENVIRONMENTAL SUSTAINABILITY - ENERGY	128
SECTION Y: ENVIRONMENTAL SUSTAINABILITY - CONSTRUCTION MATERIALS/CONSTRUCTION WASTE	132
SECTION Z: ENVIRONMENTAL SUSTAINABILITY - WASTE	135
SECTION AA: ENVIRONMENTAL SUSTAINABILITY - WATER	136
SECTION BB: CARBON FUND	137
SECTION CC: GAS HOLDER GUIDE FRAMES	138
SECTION DD: CODE OF CONSTRUCTION PRACTICE	140
SECTION EE: EXISTING CAR PARKING RIGHTS AND CONTROLLED PARKING ZONES	144
SECTION FF: GREEN TRAVEL INITIATIVES	146
SECTION GG: BICYCLE STORAGE FACILITY	152
SECTION HH: IMPROVEMENTS TO BUS SERVICES	153
SECTION II: CROSS RIVER TRAM	159
SECTION JJ: MAIDEN LANE STATION ON NORTH LONDON LINE	161
SECTION KK: NIGHTCLUBS AND CASINO	162
SECTION LL: RETAIL	163
SECTION MM: NURSING HOME	166
Section NN: Housing and Affordable Housing	167
SCHEDULE 1	195

SCHEDULE 2	196
SCHEDULE 3	241
SCHEDULE 4	247

PART 1

THIS DEED made on **22nd DECEMBER**

2006

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Camden (the "Council")** of Town Hall, Judd Street, London WC1H 9LP;
- (2) **The Secretary of State for Transport (the "Secretary of State")** of Great Minster House, 76 Marsham Street, London SW1;
- (3) **London & Continental Railways Limited ("LCR")** (Company registration number 02966054) whose registered office is at Third Floor, 183 Eversholt Street, London NW1 1AY;
- (4) **National Carriers Limited ("NCL")** (Company registration number 942605) whose registered office is at The Merton Centre, 45 St Peters Street, Bedford MK40 2PN;
- (5) **Argent (King's Cross) Limited (the "Developer")** (Company registration number 03965242) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF; and
- (6) **Transport for London ("TfL")** of Windsor House, Victoria Street, London SW1.

WHEREAS:

- (A) The proposed development the subject of this Agreement involves a comprehensive, phased, mixed use development of former railway lands within the King's Cross Opportunity Area.
- (B) The Council is the local planning authority for the area within which the Site is situated and the appropriate statutory body to enforce this Agreement for the purposes of section 106 of the 1990 Act.
- (C) The Council is also the local highway authority for the purposes of the Highways Act 1980 and a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purposes of Section 111 of the Local Government Act 1972.
- (D) The Developer submitted (on behalf of LCR, Exel PLC (as parent company of NCL) and the Developer) the Main Site Planning Application, the Listed Building Consent Applications and the Conservation Area Consent Applications to the Council on 28 May 2004 and submitted amendments to the Main Site Planning Application on 27 September 2005.
- (E) The Council, following a meeting of its General Purposes (Development Control) Sub Committee on 8 and 9 March 2006 resolved that the Planning Permission, Listed Building Consents and Conservation Area Consents be granted subject to a legal agreement being entered into making provision for the planning obligations herein contained. The Council, following a meeting of the Development Control Committee on 16 November 2006, resolved to approve the terms of the said legal agreement.
- (F) The Secretary of State is the owner with freehold title absolute of those parts of the Site comprised or included in Title Numbers NGL808717, NGL645505 and NGL456251 registered at the Land Registry, the Registered Proprietor in relation to the Title Numbers NGL808717, NGL809459 and NGL456251 being the Secretary of State for the Environment Transport and the Regions and the Registered Proprietor in relation to Title

Number NGL809459 being the Secretary of State for Transport Local Government and the Regions but the freehold interest in the land comprised within the said titles now being vested in the Secretary of State by virtue of the Secretaries of State for Transport Local Government and the Regions and for the Environment, Food and Rural Affairs Order 2001 (SI2001/2568) and the Transfer of Functions (Transport, Local Government and the Regions) Order 2002 (SI2002/2626).

- (G) LCR has an equitable interest in the parts of the Site referred to at Recital F and, subject to the satisfaction of certain conditions, is entitled to draw down land interests in such parts.
- (H) NCL is the owner with freehold title absolute of those parts of the Site comprised in the Title Numbers NGL630321 and NGL630322 registered at the Land Registry.
- (I) The Developer has an equitable interest in the Site and, subject to seeking and/or obtaining appropriate planning permissions and the satisfaction of certain other conditions, is entitled (together with LCR and NCL) to draw down land interests and proceed to implement the Development.
- (J) The Secretary of State has taken possession of the area shown cross-hatched blue on Plan 2 following the service of Notice to Treat and Notice to Enter.
- (K) Sections 9(2), 9(6) and 9(7)(a) Channel Tunnel Rail Link Act 1996 conferred planning permission for up to 750 operational car parking spaces at St. Pancras within certain defined limits of deviation (which include certain parts of the Development), subject to a condition specifying siting, design, external appearance and means of access as reserved matters for the subsequent approval of the relevant planning authority, which is the Council. LCR is providing or has provided up to 335 of such car parking spaces as a two-level car park within the scheme for St Pancras International Station pursuant to the rights contained in the said Act.
- (L) TfL enters into this Agreement in its capacity as statutory public transport services provider and as the highway authority responsible for certain roads in the vicinity of the Site.
- (M) The Council considers it expedient in the interests of the proper planning of its area and having regard to the provisions of the Unitary Development Plan for the borough of Camden and to all other material considerations, that the Planning Permission, the Listed Building Consents and the Conservation Area Consents should be granted subject to the parties entering into this Agreement and as highway authority further considers that the highways and transport works the subject of this Agreement are of public benefit.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

General and further definitions

1.1 In addition to the general definitions set out in sub clause 1.2, a series of further definitions are included in Part 2 of this Agreement which relate to that part of Part 2 within which they appear.

1.2 Where in this Agreement the following defined terms and expressions are used, they shall have the following respective meanings unless the context otherwise requires:

"1990 Act"

Town and Country Planning Act 1990 as

"Affordable Housing Provider"

amended.

An organisation delivering Affordable Housing including a Registered Social Landlord and any other appropriate bodies that the Council has approved as meeting the following qualifying criteria:

- (i) it must be able to acquire funding from the Housing Corporation or its successor or other sources to pay the Affordable Housing Transfer Prices;
- (ii) it must be able to demonstrate excellence in estate management;
- (iii) it must be able to demonstrate excellence in tenant management

and **"AHP"** shall be construed accordingly.

"Category A Finish"

Fit-out of premises to include (unless otherwise agreed) all floor, wall and ceiling finishes, including suspended ceilings, raised access floors, carpets, life safety systems, toilets (which may be provided in shared cores), and the extension of technical and electrical services into the accommodation areas (including air conditioning, heating, solar control, lighting, fire alarms and controls) finishes to cores and receptions (which may be reception areas shared by tenants) but to exclude fit out to the occupier's specific requirements, such as partitioning to cellular offices, enhanced finishes, fittings and services to specialist areas, for example standby power generation, data cabling, enhanced lighting and/or air conditioning.

"CIZ"

The Central Impact Zone shown edged and hatched red on attached Plan 1 comprising the following wards; King's Cross, Caledonian and St Pancras and Somerstown.

"Completion Date"

Completion of all of the floorspace permitted within the Development.

"Conservation Area Consent Applications"

- (i) Application reference 2004/2317/C in relation to Culross Buildings ("**the Culross Buildings Application**")
- (ii) Application reference 2004/2321/C in relation to the Western Goods Shed ("**the Western Goods Shed**")

	Application")
	(iii) Application reference 2004/2318/C in relation to the Plimsoll Viaduct (" the Plimsoll Viaduct Application ")
	(iv) Application reference 2004/2320/C in relation to various buildings and structures (" the Structures Application ")
"Conservation Area Consents"	Conservation area consents pursuant to the Conservation Area Consent Applications in the form of the drafts annexed at Schedule 1.
"Contribution"	A financial payment payable by the Developer to the Council pursuant to Part 2 of this Agreement.
"Development"	The development of the Site pursuant to the Planning Permission.
"Development Plot"	The relevant development plot shown on attached drawing KCX 005 Rev T.
"Development Zone"	The relevant development zone shown on attached drawing KCX 005 Rev T.
"Entire Public Realm"	The network of spaces between buildings within the Development that can be freely accessed by the public including parks, squares, roads, pedestrian areas, cycle routes and other such open areas shown on attached drawings KXC004 Rev S and KXC007 Rev S but excluding Camley Street Natural Park.
"Expert"	An independent suitably qualified third-party appointed to resolve disputes pursuant to clause 16.
"Facilities"	(i) Bicycle Storage Facility (ii) Camley Street Natural Park Centre (iii) Community Meeting Facilities (iv) Construction Training Centre (v) Indoor Sports Hall (vi) Leisure Facility (vii) Police Office (viii) Primary Health Care Centre (ix) Primary Health Care Walk-In Centre

- (x) Skills and Recruitment Centre
- (xi) Sure Start/Children's Centre
- (xii) Two Form Entry Primary School

and such other facilities as may be provided or procured by the Developer as a substitute for the above facilities.

"Facility Bond"

A bond (which may be in the form of a guarantee from a bank or other body of appropriate financial standing) in a form reasonably acceptable to the Council securing the performance of the obligation in the event of default by the Developer.

"First Occupation"

The first beneficial occupation of the relevant building but this does not include occupation for the purposes of construction, fitting out or decoration or (provided the Developer has first notified the Council in writing that the relevant building is to be used for such purposes) for the purposes of marketing or display.

"Gas Holder No 8"

The guide frame components of Gas Holder No 8 at King's Cross proposed to be dismantled and relocated pursuant to the Gas Holder No 8 Application.

"Gas Holders"

Gas Holder No 8 and the Linked Triplet Gas Holders.

"GEA"

Gross external area measured in accordance with the RICS Code of Measuring Practice: A Guide for Surveyors and Valuers, 5th edition.

"GIA"

Gross internal area measured in accordance with the RICS Code of Measuring Practice: A Guide for Surveyors and Valuers, 5th edition.

"Implementation"

Implementation means the carrying out on the Site of a material operation as defined by Section 56(4) of the 1990 Act in connection with the Development save that for the purposes of this Deed none of the following operations shall constitute a material operation:

- (a) archaeological or site inspections
- (b) site or soil surveys
- (c) decontamination works
- (d) demolition (including demolition pursuant to a Listed Building Consent or Conservation Area Consent) or site

clearance

- (e) works to the existing public highways and provision of site access and temporary internal roads
- (f) the laying of services
- (g) the erection of a site compound
- (h) the erection of temporary fences or hoardings
- (i) the display of advertisements including the erection of advertisement hoardings; and
- (j) interim landscaping works
- (k) Enabling Works as defined for the purposes of the conditions attached to the Planning Permission

and "Implement" and "Implementation Date" shall be construed accordingly.

"Index (RPI)"

The index of retail prices "All Prices" published by the Central Statistical Office or any official publication substituted for it.

"Index (TPI)"

All In Tender Price Index (as published by the Building Costs Information Service on behalf of the Royal Institution of Chartered Surveyors) or any alternative construction related index substituted for it.

"Index Linked"

The sum payable shall be increased in the same proportion as the percentage increase in the Index between the quarterly Index figure applicable on 9 March 2006 and the quarterly Index figure for the quarter immediately preceding the date of actual payment.

"King's Cross Business Forum"

The existing forum administered by the Council's Culture and Environment Directorate, aimed at businesses in King's Cross and providing networking opportunities, a strong business identity, a hub for information and discussion and access to business opportunities.

King's Cross Opportunity Area

The area identified as such within the Camden UDP 2000 and subsequent revisions and replacements.

"LB Camden"

London Borough of Camden.

"LB Islington"	London Borough of Islington.
"Lease Acceptance"	A notice accepting the offer of a lease served in accordance with Schedule 2.
"Lease Offer"	A notice offering the grant of a lease served in accordance with Schedule 2.
"Linked Triplet Gas Holders"	The dismantled linked triplet gas holder guide frames currently stored alongside Gas Holder No. 8.
"Listed Building Consent Applications"	<ul style="list-style-type: none">(i) Application reference 2004/2313/L in relation to Stanley Building North ("the Stanley Building North Application")(ii) Application reference 2004/2315/L in relation to Gas Holder No 8 ("the Gas Holder No 8 Application")(iii) Application reference 2004/2316/L in relation to the Handyside Canopies ("the Handyside Canopies Application")(iv) Application reference 2004/2314/L in relation to the Great Northern Hotel ("the Great Northern Hotel Application")
"Listed Building Consents"	Listed building consents pursuant to the Listed Building Consent Applications in the form of drafts annexed at Schedule 1.
"Local Schools"	Schools situated within CIZ or WIZ.
"Main Site Planning Application"	Application reference 2004/2307/P.
"Monitoring and Liaison Officer"	An officer nominated by the Council from time to time whose role shall be to act as the primary person working with the Developer to assist it in complying with and to monitor compliance with the Planning Permission and the planning obligations in this Agreement, to provide the results of such monitoring to both the Council and the Developer and to act as a liaison with the Council to ensure that the Council is enabled to comply with its obligations.
"NIA"	Net internal area measured in accordance with the RICS Code of Measuring Practice : A Guide for Surveyors and Valuers, 5th edition.
"PGS"	Planning Gain Supplement as broadly contemplated in the Government's consultation

"Planning Permission"	paper dated December 2005. Planning permission pursuant to the Main Site Planning Application in the form of draft annexed at Schedule 1.
"Practical Completion"	The practical completion of the works required to construct the relevant premises, building or Facility in accordance with the relevant building contract as properly certified in accordance with clause 28 and "Practically Completed" shall be construed accordingly.
"Relevant Standards"	The legislation, standards, codes of practice and other appropriate guidance that a prudent local authority, health authority, police authority or other public authority (as is the appropriate authority for the Facility in question), acting properly and reasonably would apply to the design, construction and fitting out (if applicable) at its own expense of the Facility to which this Agreement relates.
"Residential Units"	The 1,700 units of residential accommodation, including Market Housing and Affordable Housing (but excluding any Student Accommodation) to be provided on the Site as part of the Development for purposes within Class C3 of the Use Classes Order. and "Residential Unit" shall be construed accordingly.
"Review Procedure"	The procedure for the review of certain documents or proposed courses of action set out in clause 15.
"Shell and Core"	Works to a shell and core specification which comprises the following: (a) enabling works (b) demolitions (c) substructure (d) superstructure (e) external cladding (f) roof (g) blockwork to cores (h) drylining to cores (i) metalwork

- (j) floor, wall and ceiling finishes in the core areas
- (k) ventilation and lighting installations in the core areas
- (l) lift shafts
- (m) doors (external and core)
- (n) drainage
- (o) small power to the core areas
- (p) lightning protection
- (q) statutory signage
- (r) hard and soft landscaping
- (s) basic building security
- (t) sub-station if required

Services (electricity, water, drainage, gas and/or LTHW) are provided capped off.

"Site"

The land shown edged and shaded blue on attached Plan 2.

"Student Accommodation"

The 650 units of accommodation comprising 150 studio flats and 500 "cluster" flats to be specified in accordance with Condition 40 of the Planning Permission and used primarily by Students in accordance with Condition 41 of the Planning Permission

and **"Student Housing"** shall be construed accordingly.

"Threshold"

Any date or figure in Part 2 of the Agreement prior to or following which a planning obligation has to be performed.

"WIZ"

The Wider Impact Zone shown edged and hatched green on attached Plan 1 comprising the following wards; Bloomsbury, Regent's Park, Canteloves, Holloway, Bamsbury, Clerkenwell, Holborn and Covent Garden.

Interpretation

1.3 Unless the context otherwise requires:

- (a) words incorporating the singular include the plural and vice versa and words importing any gender include every gender;

- (b) words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- (c) references to the Council, the Secretary of State, LCR, NCL and the Developer shall include their respective statutory successors or successors in title to their respective interests in the Site and persons deriving title therefrom (except where the contrary is expressly provided including without prejudice to the generality of the foregoing in clause 8) and permitted assigns;
- (d) references to TfL will include their statutory successors in relation to statutory public transport services and as highway authority (where relevant) for certain roads in the vicinity of the Site;
- (e) references to clauses, sub clauses, paragraph numbers, parts, sections, recitals, schedules and plans are unless otherwise stated references to clauses, sub clauses, paragraph numbers, parts, sections and recitals of and schedules to this Agreement;
- (f) words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- (g) references in this Agreement to statutes, by laws, regulations, orders and delegated legislation shall include any statute, by law, regulation, order or delegated legislation amending, re enacting or made pursuant to the same as current and in force from time to time save that references to Use Classes within the Town and Country Planning (Use Classes) Order 1987 as amended are and shall be construed as references to such Use Classes at the date of this Agreement and such construction shall not be affected by changes to such Order after the date of this Agreement;
- (h) save in respect of the Planning Permission, the Listed Building Consents or the Conservation Area Consents, in the event of any conflict between the terms, conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Agreement will prevail;
- (i) references to "the parties" shall mean the parties to this Agreement excluding TfL;
- (j) the Interpretation Act 1978 shall apply to this Agreement;
- (k) save where the context requires otherwise references to a party carrying out or performing an obligation in Part 2 shall mean that that party shall bear the cost of carrying out or performing that obligation Provided That this shall not preclude such costs being charged by way of service, estate or other charges.

1.4 The clause and paragraph headings contained in this Agreement are included as an aid to interpretation, are for reference purposes only, and have no binding legal effect.

2. GOVERNING LEGAL PROVISIONS

2.1 This Agreement is executed by the parties hereto as a Deed and is made pursuant to Section 106 of the 1990 Act, Section 16 of the Greater London Council (General