

**SECTION EE: EXISTING CAR PARKING RIGHTS AND CONTROLLED PARKING ZONES**

**DEFINITIONS**

<b>"Camden CPZ Contribution"</b>	The sum of £75,000.
<b>"CPZ"</b>	A controlled parking zone created to restrict the ability for those without a parking permit to park their vehicles within a defined street area during prescribed hours.
<b>"CTRL Act 1996"</b>	The Channel Tunnel Rail Link Act 1996.
<b>"CTRL St Pancras Station Site"</b>	The site shown shaded yellow on Plan 5.
<b>"Islington CPZ Contribution"</b>	The sum of £300,000.
<b>"Islington CPZ"</b>	LB Islington's controlled parking zones A B S (Thornhill) and D (Holloway West).
<b>"Multi Storey Car Park"</b>	A car park provided on more than one level within Development Zone T.

**OBLIGATIONS**

1. As a condition of the Implementation of the Development LCR hereby warrants and undertakes that it shall not build or permit to be built or at any time allow the use of more than 385 car parking spaces pursuant to sections 9(2), 9(6) and 9(7)(a) CTRL Act 1996 within the CTRL St Pancras Station Site other than temporary car parking associated with CTRL Act 1996 construction works.
2. No more than 150,000 sq m GEA of buildings in the Development shall be First Occupied until the Developer has paid to the Council the Camden CPZ Contribution.
3. No more than 150,000 sq m GEA of buildings in the Development shall be First Occupied until the Developer has paid to the Council the Islington CPZ Contribution.
4. The Council shall apply the Camden CPZ Contribution towards the proper costs (including costs already incurred) of consulting upon and implementing (if appropriate) a CPZ within the Development within three (3) years of receipt.
5. The Council shall apply the Islington CPZ Contribution towards the proper costs (including costs already incurred) of consulting upon and implementing (if appropriate) the variation of hours of operation of the Islington CPZ within three (3) years of receipt.
6. The Developer shall ensure that parts of King's Cross Central not yet developed are not used for parking for visitors or commuters unless otherwise agreed in writing with the Council.
7. To support the early establishment within the Development of a successful cluster of retail (Classes A1-A5), leisure and visitor attraction (Classes D1 and D2) the Developer may construct and utilise for operational, visitor and customer parking in relation to such uses up to 250 of the car parking spaces within the Multi Storey Car Park always provided that:
  - (a) no part of the Multi Storey Car Park shall be brought into use until a management plan for that car park is submitted and approved under Condition 50 of the Planning Permission, the approved management plan to include hours of opening

and other measures to ensure that the 250 car parking spaces referred to above are not used for commuter parking; and

- (b) upon the Practical Completion of ninety per cent (90%) of the Development by permitted floorspace or 40 of the 44 Development Plots (whichever is the earlier) the Development shall be constructed in accordance with Condition 49 of the Planning Permission.

**SECTION FF: GREEN TRAVEL INITIATIVES**

**DEFINITIONS**

**"Bicycle User Group"**

A bicycle user group to be open to any occupier, employee or resident of the Development and to provide a forum for those who regularly commute to work by cycle and/or use their bicycle during working hours to provide advice on tax incentives to cycling employees; cycling routes; discounts available within local cycle shops; new cycling facilities provided within the Development as they become available and safety and maintenance.

**"Camden Shopmobility Scheme"**

The Council scheme to provide personal electric vehicles (PEV) and manual wheelchairs to local residents and visitors with mobility impairments with provision for storage premises alongside the city car club(s) at the Multi Storey Car Park.

**"City Car Club Scheme"**

A scheme to provide cars available on short term hire to those living and working at and visiting King's Cross Central and which shall:

- (a) identify the location and number of car parking spaces provided to run the car club;
- (b) identify the mechanisms for ensuring that any car parking spaces provided for car club use are not used for other purposes;
- (c) ensure that the car club is operated in a manner that prevents any person being given anything other than short term use of the car.

**"Estate Servicing Strategy"**

A strategy for the management of the deliveries and servicing to the Development with the objective of reducing the number of servicing trips in peak hours to the Development which shall include, but not be limited to, consideration of and where practicable the adoption and promotion of the following:

- (a) joint ordering systems;
- (b) provision of facilities to encourage internet shopping/home deliveries;
- (c) promoting co-ordinated deliveries;
- (d) estate-wide recycling schemes;
- (e) encouraging the use of low-emission vehicles;
- (f) provision for monitoring and further review of servicing within and to the site and updating the servicing strategy at least every five (5) years to

accord with then established practice for similar strategies in LB Camden and other similar boroughs in Central London.

**"Multi Storey Car Park"**

A car park provided on more than one level within Development Zone T.

**"Travel Plan"**

The Green Travel Plan dated April 2004 setting out a package of measures to be adopted with a view to :

- (a) reducing the need for travel;
- (b) promoting and encouraging the use of sustainable modes of transport;
- (c) understanding how people travel to, from and within the Development as it develops over time;
- (d) improving the quality of travel information available to occupiers and their staff, residents and visitors;
- (e) developing initiatives in partnership with incoming businesses and residential communities;
- (f) promoting the Multi Storey Car Park for car storage as opposed to car use, establishing city car club facilities and marketing these facilities to car users.

**"Travel Plan Benchmark"**

The benchmark against which any review of the Travel Plan will be assessed will be based upon a reasonable benchmark drawing upon a representative selection of those travel plans agreed in relation to permitted development within Camden over the twenty four (24) months prior to the review with the aim that the updated Travel Plan shall be up to date in its initiatives having regard to the objectives contained in those other plans.

**"Travel Co-ordinator"**

An appropriately qualified and/or experienced individual appointed by the Developer to work with the Council, TfL and other appropriate bodies to deliver the objectives of the Travel Plan and in particular to :

- (a) deliver travel plan initiatives across the Development, for example by playing an active role in organisations in the area and providing support and ideas on travel initiatives;
- (b) encourage new occupiers of the Development either to:
  - (i) adopt and comply with the Travel Plan insofar as it relates to their operations and premises; or
  - (ii) prepare their own travel plan with the



Travel Co-ordinator's assistance

and in both cases establishing a mechanism for the dissemination of information to the occupier's own staff, visitors and other users of the occupiers' buildings;

- (c) establish, manage and facilitate the Bicycle User Group and provide a forum for users of the Bicycle User Group;
- (d) co-ordinate and provide to the Developer and the Council regular monitoring to confirm how effective the Travel Plan has been in meeting the objectives and to provide up to date travel pattern data;
- (e) monitor the travel behaviour of staff, companies and others within the Development (with their support);
- (f) review existing data sources (for example pedestrian footfall counts, car park usage, automatic traffic counts);
- (g) collect data for specific user groups, for example shopper surveys (which may include quantitative and attitudinal surveys);
- (h) carry out or procure surveys focused on a particular Travel Plan measure or initiative, for example travel diaries for a sample of residents and web-based surveys of occupiers and their staff;
- (i) co-ordinate with other surveys of traffic patterns in the area, for example entry and exit counts at the mainline stations undertaken by the station operators;
- (j) facilitate and monitor proposals for car sharing and for car clubs;
- (k) arrange the submission of an updated Travel Plan as required under paragraph 5 of this Section FF with a view to securing an ongoing process of continuous improvement.

**OBLIGATIONS**

1. From First Occupation of the Development the Developer shall use reasonable endeavours to implement and thereafter secure compliance with the Travel Plan by undertaking steps including the following:

- (a) it will work with and after appointment will ensure that the Travel Co-ordinator works with occupiers and residents of buildings within the Development (or those contractually committed to so occupy or reside) to implement the Travel Plan;
  - (b) it will encourage and after appointment will work with the Travel Co-ordinator to encourage occupiers of the Development either (i) to prepare and implement their own travel plan which should be consistent with the Travel Plan as it relates to the building being occupied, or (ii) adopt and implement the Travel Plan as it relates to the building being occupied;
  - (c) it will advertise and promote the measures to facilitate the Development's accessibility including through text being incorporated into brochures and other appropriate information relating to the Development and into publicity material as appropriate and by making copies of the Travel Plan available to occupiers and residents of the Development.
2. On or prior to first Occupation of the Development the Developer shall use reasonable endeavours to implement and thereafter comply with the Travel Plan in respect of its own site-wide services and operations by carrying out, but not limited to, the following steps:-
  - (a) it will purchase and use appropriate low-emission vehicles for activities that cannot reasonably be performed using public transport;
  - (b) it will encourage walking through the provision of information on the best pedestrian routes to, from and within the Development;
  - (c) it will use reasonable endeavours to recruit locally;
  - (d) it will provide secure cycle parking, shower and changing facilities within any management offices;
  - (e) it will offer permanent staff interest free loans for bicycle and safety equipment purchases in accordance with its normal employment policy;
  - (f) it will offer permanent staff interest free annual season ticket/travel card loans for travel on buses the underground trains and trams in accordance with its normal employment policy.
3. The Developer shall use reasonable endeavours to promote, encourage and facilitate co-operation and action to influence the travel behaviour and choices made by businesses and occupiers within the Development and to assist them implement their own travel plan by using mechanisms including the following:-
  - (a) through the provision of information and shared experience;
  - (b) through the use of web-based information;
  - (c) through the use of the Travel Co-ordinator.
4. The Developer shall ensure that the Travel Plan is monitored and shall prepare a report for submission to the Council, in an agreed format, every two (2) years on the anniversary of First Occupation of the Development providing information on the implementation of the Travel Plan and the success in achieving objectives.
5. The Developer shall ensure that the Travel Plan is reviewed to meet the Travel Plan Benchmarks and resubmit an updated Travel Plan to the Council for further approval no later than once every five (5) years from the date of the original Travel Plan and once approval has been granted the Developer shall thereafter use reasonable endeavours to

implement and thereafter secure compliance with the updated Travel Plan by undertaking appropriate steps including those identified in paragraph 1.

6. From First Occupation of the Development the Developer shall use reasonable endeavours to ensure that all occupiers, employees, residents of and visitors to the Development are well informed about the travel choices and facilities available to and from the Development, including but not limited to the following:-
  - (a) no later than First Occupation for B1 purposes of more than 50,000 sq m GEA of floorspace the setting up and maintenance of web pages providing information (including links to real-time information) about means of travel to and from the Development;
  - (b) the establishment of travel information points within the Development where occupiers, employees, residents of and visitors to the Development can access travel information.
7. No later than First Occupation for B1 purposes of 50,000 sq m GEA floorspace the Developer shall appoint or nominate and thereafter retain at its own expense the Travel Co-ordinator.
8. The Developer shall incorporate and maintain secure cycle parking within the Development, such cycle parking to be lit and to offer protection from the weather and which shall not be removed without the agreement of the Council.
9. The Developer shall use reasonable endeavours to incorporate access to and maintain cycle storage within the detailed design of all residential buildings within the Development and such facilities shall not be removed without the agreement of the Council.
10. The Developer shall incorporate and maintain public cycle parking within the Development having particular regard to the requirement for public cycle parking in the vicinity of buildings and community facilities and such facilities shall not be removed without the agreement of the Council.
11. The Developer shall use reasonable endeavours to:
  - (a) facilitate the introduction of the Bicycle User Group ; and
  - (b) support the ongoing functions of the Bicycle User Group including, without limitation, the provision of meeting space and administrative support (including web management).
12. The Developer shall provide incoming residents to the Development with a public transport welcome pack containing inter alia information on local bus routes and service patterns, train and underground information, cycle routes and facilities.
13. No later than the later of:
  - (a) Practical Completion of 75,000 sq m GEA of B1 floorspace; and
  - (b) Practical Completion of 750 Residential Units (excluding Student Housing)the Developer will use reasonable endeavours to facilitate:
  - (i) the setting up of a City Car Club Scheme within the Development, which shall then be monitored in accordance with the submitted details
  - (ii) the setting up of the extension within the Development of the Camden Shopmobility Scheme through the provision by the Developer of capital

equipment/maintenance funding for the extension of the said Camden Shopmobility scheme provided that the Developer shall not be obliged to spend more than £10,000 per annum for ten (10) years from the later of the dates in (a) and (b) above.

14. On or prior to the later of (i) Practical Completion of 75,000 sq m GEA of B1 floorspace, and (ii) Practical Completion of 750 Residential Units (excluding Student Housing) the Developer shall submit to the Council for its approval the Estate Servicing Strategy. Thereafter the Developer shall use reasonable endeavours working with site occupiers to implement the Estate Servicing Strategy as approved.
15. If the Developer has not submitted the Estate Servicing Strategy in accordance with paragraph 14 the Developer shall not carry out or permit to be carried out any further works of construction on Site until such time as the said Strategy has been submitted.



**SECTION GG: BICYCLE STORAGE FACILITY**

**DEFINITIONS**

- "Bicycle Storage Facility"** Accommodation of not less than 810 sq m GIA in the lower ground floor of Plot B1 as shown on attached drawing KXC005 Rev T for use as a public bicycle interchange/ storage facility.
- "Bicycle Storage Facility Lease"** A lease of the Bicycle Storage Facility between the Developer and TfL in accordance with the heads of terms annexed at Schedule 2.

**OBLIGATIONS**

1. Subject to Clause 21 of Part 1 and TfL having served a Lease Acceptance, no more than fifty per cent (50%) of the B1 floorspace within Development Plot B1 shall be First Occupied until the Developer has Practically Completed the construction of the Bicycle Storage Facility to Shell and Core.
2. Before commencing construction of the Bicycle Storage Facility and before making any application to the Council required to secure its consent to the detailed design of the Bicycle Storage Facility, the Developer shall secure TfL's agreement as to the width and location of the primary access to the Bicycle Storage Facility provided that TfL shall respond to any request for such agreement within fifteen (15) working days of receipt of the relevant submission and if TfL does not respond within such period it shall be deemed to have agreed the submission provided further for the avoidance of doubt clause 16 shall apply to any dispute arising under this paragraph.
3. No later than three (3) months following the Practical Completion of the building within Development Plot B1 the Developer shall grant the Bicycle Storage Facility Lease to TfL.
4. TfL shall provide and maintain within the Bicycle Storage Facility bicycle storage racks.
5. TfL shall fit out and operate the Bicycle Storage Facility to a standard commensurate with (i) the importance of the King's Cross/ St. Pancras interchange as one of the most important both in London and in the country and (ii) the importance of maintaining a high quality environment within this new urban quarter predicated on mixed-use, sustainable, high-density development.

## SECTION II: CROSS RIVER TRAM

### OBLIGATIONS

1. The Developer shall not, without TfL's consent (such consent to be provided in accordance with the Review Procedure), submit any details required for the following Development Zones and principal public realm areas (shown on attached drawing KXC 004 Rev S) under the Planning Permission and attached conditions that would prejudice the delivery of the Cross River Tram route, terminus location or occasional alighting point as indicated on attached drawing number TfL 1 Revision B and in the CRT Spatial Requirements appended thereto:
  - (i) Development Zone A;
  - (ii) In Development Zone B, Development Plot B6 in terms of its northern extent onto Canal Square;
  - (iii) Goods Way West (attached drawing LPP105 Rev 13 indicates the broad disposition and layout);
  - (iv) Canal Square (attached drawing LPP105 Rev 13 indicates the broad disposition and layout);
  - (v) Goods Way East (attached drawing LPP105 Rev 13 indicates the broad disposition and layout) including its junction with York Way;
  - (vi) The Boulevard (attached drawing LPP103 Rev 11 indicates the broad disposition and layout).
2. The Developer shall not require TfL's consent to submit details required under the Planning Permission and attached conditions (including but not limited to those required for the Development Zones and principal public realm areas identified in paragraph 1(i) to (vi)) that would not prejudice the delivery of the Cross River Tram route, terminus location and occasional alighting point by conforming to such details indicated on attached drawing number TfL 1 Revision B and in the CRT Spatial Requirements appended thereto.
3. The Developer shall not submit to the Council any details required for Development Plots R4 and R5 in Development Zone R, which front York Way (in relation to the potential York Way layover facility) or Development Zone F (in relation to a potential Islington extension) without first consulting with TfL at least thirty (30) working days in advance of such submission. The Developer shall take reasonable account of any representations made by TfL made within twenty (20) working days of receipt of such consultation in preparing its final submission of such details.
4. TfL and the Developer shall provide each other with the information and assistance as is reasonably required to assist the Developer in discharging its obligations under paragraph 1. TfL and the Developer shall seek to minimise any floor space loss that may arise from such accommodation of the Cross River Tram and its safe and efficient operation.
5. TfL shall work with the Developer and the Council to agree, prior to the Developer submitting its first set of details under the Planning Permission and attached conditions in relation to the Development Zones and principal public realm areas identified in sub paragraph 1(i) to (vi), landscaping design guidelines for such areas. These guidelines shall accord with the Cross River Tram proposals indicated on attached drawing number

TfL 1 Revision B and in the Spatial Requirements appended thereto and be consistent with TfL's technical requirements and with the requirements of world class terminus and public realm design. Attached drawing TOWN256(04)217 R02 shows an indicative plan for the integration of the Cross River Tram within the public realm of the Development with annotations showing certain guidelines to be applied as far as practicable.

6. The Developer will not object at the Transport and Works Act stage to the principle of any of the Cross River Tram routes and options shown on attached drawing KXC019 Rev C. The Developer will also not object to TfL's selected route shown in the TWA Application on the basis that, in the Developer's view, better alternative routes are available, provided that such selected route is consistent with that indicated on attached drawing number TfL 1 Revision B and/or attached drawing KXC019 Rev C and provided that TfL has worked closely with the Developer and used its reasonable endeavours to reach final agreement on those details of TfL's selected route which have not been finally agreed between TfL and the Developer at the date of this Agreement. Subject to the provisions of this paragraph the Developer retains the legal right to make and pursue future third party representations at the Transport and Works Act stage on future detailed design matters.

**SECTION JJ: MAIDEN LANE STATION ON NORTH LONDON LINE**

**DEFINITIONS**

**"Maiden Lane Station Contribution"**      The sum of £30,000.

**OBLIGATIONS**

1.      No later than three (3) months after the Implementation Date the Developer shall pay to the Council the Maiden Lane Station Contribution.
2.      If the Maiden Lane Station Contribution has not been paid in accordance with paragraph 1 the Developer shall not carry out or permit to be carried out any further works of construction on the Site until such time as paragraph 1 has been complied with.
3.      The Council shall apply the Maiden Lane Station Contribution towards a feasibility study into the provision of a new Maiden Lane Station on the North London line railway within three (3) years of receipt including the reimbursement or repayment of costs already properly incurred at the date of receipt of the contribution.



**SECTION KK: NIGHTCLUBS AND CASINO**

**OBLIGATIONS**

1. No more than 1,500 sq m GEA of floorspace within the Development shall be used as a casino.
2. There shall be no more than one casino within the Development at any one time.
3. No casino or nightclub use shall be commenced within any building unless the Council has approved the use of the building for that purpose pursuant to this paragraph following the submission by the Developer of the proposed location together with information on the impact of the proposed use in the proposed location addressing the matters specified at sub paragraph 5(a) and (b).
4. The Council shall respond to such submission within thirty (30) working days of receipt in accordance with the Review Procedure.
5. In considering whether to approve a proposed use or location pursuant to paragraph 3 the Council shall be entitled to refuse approval if it has not been demonstrated to the reasonable satisfaction of the Council that:
  - (a) the use of the proposed location will not materially and adversely impact upon the users or occupiers of existing or proposed buildings within the Development or the existing buildings in the vicinity of the Development;
  - (b) those accessing the proposed location for such use will not materially and adversely affect the users or occupiers of existing or proposed buildings within the Development or the existing buildings in the vicinity of the Development;

provided that when deciding whether to approve a proposed use or location pursuant to paragraph 3 the Council shall recognise and accept that planning permission has been granted for casino and nightclub uses.

**SECTION HH: IMPROVEMENTS TO BUS SERVICES**

**DEFINITIONS**

- "Bus Shelters"** Bus shelters and associated road markings to serve the Route Improvements within the Development.
- "Bus Stands"** Bus stands to be provided for four (4) buses along access route T3 shown on attached drawing KCX007 Rev S, to support the Route 63 Improvements and Route 394 Improvements and other routes serving that part of the Development to the north of the Regent's Canal. Each bus stand to be 14 metres in length (if single stand for one bus) or 28 metres (if double stand for two buses).
- "Driver Facilities"** Premises of not less than 38 sq m NIA provided to a Category A Finish providing mess room facilities for bus drivers to take rest breaks. The premises to include a mess room with fixed tables and chairs; a kitchen area with a stainless steel sink and drainer inset into a worktop with a cupboard under and ceramic tile splash back; a male toilet, a female toilet; and a cleaning cupboard. The location of the mess room to provide users with privacy from the public and allow in natural daylight.
- "Net Costs"** The gross cost of a Route Improvement minus the additional revenue generated to the London bus network as a result of such Route Improvement, calculated in accordance with the Standard Revenue Calculation set out in Annex A to the TfL document "Route Sponsorship Agreements General Information for Developers and Planning Authorities" dated November 2005.
- "Route 214 Contribution"** The sum of £915,000 to be paid by the Developer to the Council, such sum being the full gross cost of the Route 214 Improvements for three (3) years.
- "Route 214 Improvements"** Improvements within the "Camden and beyond" bus sector identified by TfL London Buses to convert the existing TfL bus route no 214 service to double-deck bus operation.
- "Route 390 Contribution"** The sum of £1,620,000 to be paid by the Developer to the Council, such sum being the full gross cost of the Route 390 Improvements for three (3) years.
- "Route 390 Improvements"** Improvements within the "Islington north" and "West End and beyond" bus sectors identified by TfL London Buses to enhance bus frequencies on the TfL bus route no 390 including at least an additional two (2) buses per hour in the am peak.
- "Route 394 Contribution"** The sum of £1,215,000 to be paid by the Developer

to the Council, such sum being the full gross cost of the Route 394 Improvements for three (3) years.

**"Route 394 Improvements"**

Improvements within the "Islington Hackney and East" bus sector identified by London Buses to extend the TfL bus route no 394 into the site to serve the northern part of the Development on the basis of the scheduled service pattern (as shown in the timetable published by TfL) serving the rest of Route 394 on the date that the first part of the Route 394 Contribution is paid.

**"Route 63 Contribution"**

The sum of £498,000 to be paid by the Developer to the Council, such sum being approximately half of the full gross cost of the Route 63 Improvements for three (3) years.

**"Route 63 Improvements"**

Improvements within the "City and south of Thames" bus sector identified by TfL London Buses to extend the existing route 63 into the site to serve the northern part of the Development on the basis of the scheduled service pattern (as shown in the timetable published by TfL) serving the rest of Route 63 on the date that the first part of the Route 63 Contribution is paid.

**"Route Contributions"**

The combination of the Route 63 Contribution the Route 214 Contribution the Route 390 Contribution and the Route 394 Contribution.

**"Route Improvements"**

The combination of the Route 63 Improvements, the Route 214 Improvements, the Route 390 Improvements and the Route 394 Improvements or any of them.