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DATED

26TH NOVEMBER

1999

BLCT (16699) LIMITED

-and-

BLCT(16700) LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as
Triton Square, Regent's Place
pursuant to Section 106 of the
Town and Country Planning Act 1990 (as amended)

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envsec2/AIDEN/106-trtn4

THIS AGREEMENT is made the 26TH day of ~~NOVEMBER~~ 1999

B E T W E E N:

1. **B.L.C.T. (16699) LIMITED** (Company Registration Number 69032) whose registered office is situate at 22 Grenville Street St Hellier Jersey and whose address for service is 10 Cornwall Terrace Regent's Park London NW1 4QP (hereinafter called "the Freehold Owner") of the first part
2. **B.L.C.T. (16700) LIMITED** (Company Registration Number 68746) whose registered office is situate at 22 Grenville Street St Hellier Jersey and whose address for service is 10 Cornwall Terrace Regent's Park London NW1 4QP (hereinafter called "the Leasehold Owner ") 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 Freehold Owner is registered at HM Land Registry as the freehold proprietor with Title absolute free from encumbrances of the Site under Title Numbers NGL21312 and NGL594897.
- 1.2. The Freehold Owner is registered at HM Land Registry as the freehold proprietor with Title absolute free from encumbrances of Block E under Title Number NGL 21312 .
- 1.3. The Leasehold Owner has a lease of the Leasehold Site for 999 years from 1st July 1993 and is registered at H.M.Land Registry as leasehold proprietor under Title Number NGL710882 free from encumbrances.
- 1.4. The Council is the local planning authority for the purposes of the Act.
- 1.5. The Freehold Owner is interested in the Site and Block E for the purposes of Section 106(9) of the Act.
- 1.6. The Leasehold Owner is interested in the Leasehold Site for the purposes of Section 106(9) of the Act.
- 1.7. A planning application in respect of the development of Area 1 was submitted to the Council on 20th April 1999 who resolved to grant permission conditionally under reference number PS 9904130R1 subject to conclusion of this legal agreement.
- 1.8. A planning application in respect of the development of Area 2 was submitted to the Council on 9th February 1999 who resolved to grant permission conditionally under reference number PS 9904131R1 subject to conclusion of this legal agreement.

- 1.9. A planning application in respect of the development of Area 3 was submitted to the Council on 20th April 1999 who resolved to grant permission conditionally under reference number PS 9904132R1 subject to conclusion of this legal agreement.
- 1.10. The Council considers it expedient in the interests of the proper planning of its area that the development of the Site should be restricted or regulated in accordance with this Agreement.
- 1.11. For that purpose the Freehold Owner and the Leasehold Owner are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act

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 by the Planning and Compensation Act 1991)
- 2.2. "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act.
- 2.3. "the First Application" A planning application in respect of the development of Area 1 submitted to the Council on 20th April 1999 who resolved to grant permission conditionally under reference number PS 9904130R1 subject to conclusion of this Agreement.
- 2.4. "the Second Application" A planning application in respect of the development of Area 2 submitted to the Council on 9th February 1999 who resolved to grant permission conditionally under reference number PS 9904131R1 subject to conclusion of this Agreement.

- 2.5. "the Third Application" A planning application in respect of the development of Area 3 submitted to the Council on 20th April 1999 who resolved to grant permission conditionally under reference number PS 9904132R1 subject to conclusion of this Agreement
- 2.6. "Area 1" The area within the Site edged in red and numbered "1" on Plan 1946 00-013D being the application site in respect of which the First Application is made.
- 2.7. "Area 2" The area within the Site edged in red and numbered "2" on Plan 1946 00-13D being the application site in respect of which the Second Application is made.
- 2.8. "Area 3" The area within the Site edged in red and numbered "3" on Plan 1946 00-13D being the application site in respect of which the Third Application is made.
- 2.9. "Block E " The building situated within the area adjoining the Site edged in red on Plan 1946 00-013D.
- 2.10. "the Final Storage Date " means 30th April 2002
- 2.11. "the Development" means the First Development, the Second Development and the Third Development collectively
- 2.12. "the First Development" alterations to and refurbishment of the elevations of the podium of the Euston Tower incorporating the provision of new shop frontages at ground floor; together with landscaping and a wind shelf. Use of the ground floor of the Podium of the Euston Tower for mixed uses including Classes A1, A2, A3, D1 and D2 of the Uses Classes Order and office entrance and foyer to upper floors. Change of use of the first floor of the Podium of the Euston Tower to use as B1 offices, as shown on drawing numbers 1952 00/ 001A; 002C, 003B, 004B, 012C & 013C, 20/202D, 203C, 233C, 234C, 401B, 402B, & 403: RP-POD/PO1A & PO2A

- 2.13. "the Second Development" the provision of a new landscaped square between nos. 1 & 4 Triton Square, the Euston Tower and 2 & 3 Triton Square comprising both hard and soft landscaping, as shown on drawing numbers 1946 SK 01 and 02 ; RP TR1 P01 C; PO2C; PO3G and P05.
- 2.14. "the Second Development Interim Programme " A programme for partially carrying out the Second Development in the form annexed at Schedule 2 subject to such variations as the Council may from time to time approve in writing.
- 2.15. "the Third Development" the erection of a 7-storey building comprising 25,866 sq.m of B1 office space, including 44.1 sq.m. at ground floor level for use within Class A2, landscaping and servicing at basement level, as shown on drawing numbers 1946-00 001A, 002A, 003C; 201A, 202H; 20-3A, 204A, 208A, 210A, 220C; 221A; 222A; 223C, 241A; 242A, 243A; 010B, 013B, 105B, 107A, 108A, 201A, 209A and Ove Arup: Transports Assessment.
- 2.16. "the Green Travel Plan" A plan of workplace measures to be adopted in the management of the Regents Place Site with the intention of promoting the use of environmentally friendly forms of transport by reducing commuter and work related trips by motorised vehicles and promoting greener methods of servicing for the Regent's Place Site.
- 2.17. "the Leasehold Site " That part of the Site comprised in title number NGL 710882
- 2.18. "the Implementation Date" the earliest of the following dates:
- (i) the date of implementation of the First Development by the carrying out of a material operation as defined in Section 56 of the Act ("the First Implementation Date")

(ii) the date of implementation of the Second Development by the carrying out of a material operation as defined in Section 56 of the Act ("the Second Implementation Date")

(iii) the date of implementation of the Third Development by the carrying out of a material operation as defined in Section 56 of the Act ("the Third Implementation Date")

and references to "Implementation" herein shall be taken to mean implementation by the carrying out of a material operation as defined in Section 56 of the Act

2.19. "Occupation Date"

the earliest of the following dates:

- (i) the first date when any part of the First Development is either occupied or opened for business ("the First Occupation Date")
- (ii) the first date when any part of the Second Development is either used or available for use ("the Second Occupation Date")
- (iii) the first date when any part of the Third Development is either occupied or opened for business ("the Third Occupation Date")

2.20. "the Owners"

The Freehold Owner and the Leasehold Owner .

2.21. "the Partnership Contribution"

The sum of £24,000 (twenty four thousand pounds) to be paid by the Owners in accordance with the requirements of this Agreement and to be applied by the Council in the event of receipt towards the funding of

the employment of an economic regeneration officer for the West Euston area.

2.22. "Practical Completion"

the stage at which the works incorporated in the First Development or as the case may be the Second or Third Development are certified as practically complete by the architect or other appropriately qualified person under the relevant building contract for the construction of the First Development (or as the case may be the Second Development or the Third Development).

2.23. "the First Development Ground Floor Area "

The area of accommodation within the ground floor of the First Development to be used for uses within classes A1, A2, A3, D1 or D2 of the Use Classes Order as shown on drawing no. 1952-20-202D submitted as part of the First Application.

2.24. "the First Development Office Element"

The area of office accommodation within the first floor of the First Development shown on drawing number 1952-20-202D submitted as part of the First Application.

2.25. "the First Planning Permission"

a planning permission granted for the First Development in the draft form annexed hereto in respect of the Area 1

2.26. "the Second Planning Permission"

a Planning Permission granted for the Second Development in the draft form annexed hereto in respect of the Area 2 .

2.27. "the Third Planning Permission"

a planning permission granted for the Third Development in the draft form annexed hereto in respect of the Area 3

2.28. "the Planning Permissions"

the First Planning Permission, the Second Planning Permission, and the Third Planning Permission.

- 2.29. "the Preliminary
Green Travel Plan"
- a strategy for the promotion of Green Travel to be formulated having regard to matters listed in Part 1 (and so far as is reasonably practicable Part 2) of the First Schedule hereto forming the basis of the Green Travel Plan
- 2.30. "Public Art"
- a high quality art feature or features new to the Regent's Place Site funded by the Owners in accordance with the provisions of this Agreement to be created by an artist of local or national repute in an area of the Development which is visible and accessible to members of the public.
- 2.31. "Public Art Brief "
- a brief or briefs setting out the Owner's detailed proposals for the provision of Public Art within the Development this to incorporate:
- the selection process to be adopted by the Owners in choosing the Public Art providing for steps to involve the local community in the process and consultation with the Council
- details of the siting of Public Art so as to ensure its accessibility and visibility to members of the public.
- details of the design, materials and form to be selected for the Public Art
- the timescale to be adopted for ensuring the creation of the Public Art
- 2.32. "the Regent's Place Site "
- the area shown edged by a broken blue line marked "site boundary" on Plan 1946-00-013D being the Regent's Place site, London NW1
- 2.33. "the Site"
- the area edged by a broken red line on Plan 1946-00-013D consisting of Area 1, Area 2 and Area 3.

- 2.34. "the Use Classes Order" the Town & Country Planning (Use Classes) Order 1987
- 2.35. "the Temporary Landscaping Area" the area hatched in green on plan no 1946-00-013D
- 2.36. "the Tree Planting Area" the area shown coloured red on Plan RP-SK-08A
- 2.37. "the Tree Planting Contribution "
- The sum of £10,000 (ten thousand pounds) to be paid by the Owners to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt for the provision of street trees and landscaping within the vicinity of the Site.
- 2.38. "the West Euston Partnership"
- a partnership of statutory voluntary and business interests in the West Euston area currently based at 94/95 Troutbeck, Albany Street, London NW1 who seek through undertaking projects and initiatives to provide a safer environment create economic opportunities and unite a diverse community to the benefit of local residents and businesses.

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 Freehold Owner and the Leasehold Owner as provided herein and against any person deriving title to any part of the Site from the Freehold Owner or the Leasehold Owner.
- 3.2 It is hereby agreed between the parties that save for the provisions of clauses 1, 2, 3, 4.1, 4.2, 5.11 and 6 hereof all of which shall come into effect on the date hereof covenants undertakings and obligations contained within this Agreement shall become binding upon the Freehold Owner and the Leasehold Owner upon the Implementation Date
- 3.3. The Council hereby agrees to grant the Planning Permissions on the date hereof

3.4 If any of the Planning Permissions is quashed revoked or otherwise withdrawn or (without the Owner's consent) is modified by any statutory procedure or expires before it has been implemented this Agreement shall cease to have effect in relation thereto.

4. OBLIGATIONS OF THE OWNERS

The Owners covenant with the Council as follows:

4.1. THE BLOCK E USES

4.1.1. On or prior to the 1st November 1999 to submit a planning application or applications to the Council as local planning authority for change of use of not less than 2,115 square metres of floorspace of Block E to uses within Classes A1 A3 D1 or D2 of the Schedule to the Use Classes Order or such other uses as may be agreed in writing between the parties ("the Block E Uses") plus any necessary external alterations **PROVIDED THAT:**

- (i) the floorspace the subject of the said application(s) may be on more than one floor of Block E so long as cumulatively it totals not less than 2,115 square metres and of this 2,115 square metres not less than 500 square metres shall be at ground floor level (these figure being calculated using external measurements)
- (ii) the said application(s) shall provide for the area shown hatched on Plan SK 219A incorporating the south elevation of Block E at ground and first floor levels to be made up exclusively of uses within Classes A1 and/or A3 of the Use Classes Order
- (iii) the said application(s) shall not be submitted until the Owners have consulted the Council as to their subject matter and the Owners shall conscientiously take into account the views expressed by the Council (such views to be consistent with formally adopted planning policy) in drawing up the version of the application(s) to be submitted
- (iv) in drawing up the version of the said application(s) to be submitted for determination the Owners shall use all reasonable endeavours to ensure that the application(s) comply with the Council's formally adopted planning policies and to ensure that such application(s) are drafted with the express purpose of maximising the possibility of planning permission being granted for the Block E Uses

and references herein to the "the Block E Uses Area" shall be taken to be references to the area of Block E incorporated within the most recent planning application(s) submitted to the Council as local planning authority from time to time in accordance with the requirements of this sub-clause.

- 4.1.2. To use all reasonable endeavours to secure planning approval for the use of the Block E Uses Area through the application(s) submitted under sub-clause 4.1.1 hereof and specifically to diligently pursue such application(s) and to promptly respond to any request for information made by and to enter into all necessary or appropriate negotiations or discussions with the Council as local planning authority (including as to the possibility of or the terms of a planning agreement) and to make amendments to such application(s) or submit a further application or applications if this is reasonably required to secure the use of the Block E Uses Area for the Block E Uses
- 4.1.3. To use all reasonable endeavours to market the Block E Uses Area with the intention of finding an occupier or occupiers for the purpose of the Block E Uses prior to the completion of works pursuant to the Planning Permissions by taking the steps incorporated in the Marketing Strategy set out in the Third Schedule ("the Marketing Strategy") and (unless otherwise agreed in writing with the Council) to report to the Council no less frequently than once every month on the initiatives employed to market the said uses and (confidentiality permitting) on any interest expressed.

PROVIDED THAT:

- (i) for the avoidance of doubt once the Owners have fully complied with the requirements of Sub clauses 4.1.1 and 4.1.2 hereof in respect of seeking planning permission for the Block E Uses the continuing obligation to market the Block E Uses shall only apply if planning permission has been obtained for them ;
- (ii) the terms on which the Block E Uses are to be marketed (including without prejudice to generality ground rent if marketed as a leasehold interest) shall in the Council's reasonable opinion be no less favourable for the Owners than would normally be obtainable on the open market for the same uses;
- (iii) for the avoidance of doubt (unless otherwise agreed in writing with the Council) the obligation to market the Block E Uses Area shall continue until such time as such area is occupied for the purposes of the provision of the Block E Uses

4.1.4. To use all reasonable endeavours to ensure that the Block E Uses Area is occupied exclusively for the purpose of providing the Block E Uses prior to Practical Completion of the Third Development and thereafter (subject to clause 4.1.5) continues to be occupied for such purposes

4.1.5 To ensure that from the date of the grant of planning permission for the Block E Uses in accordance with Sub Clauses 4.1.1 and 4.1.2 hereof the Block E Uses Area shall be occupied for no purpose save for the provision of the Block E Uses (save with the specific written consent of the Council given in accordance with the requirements of this Agreement) and the Council acknowledges that it will not withhold its consent if a proposed redevelopment of Block E secures floorspace equivalent in size use and nature to the Block E Uses.

4.1.6 Nothing contained in Sub Clause 4.3 hereof shall be taken to restrict the continuing obligations on the part of the Owner to comply with Sub Clauses 4.1.1, 4.1.2, 4.1.3, 4.1.4 and 4.1.5 in relation to Block E.

4.2. THE FIRST DEVELOPMENT GROUND FLOOR AREA

4.2.1. To use all reasonable endeavours to market the First Development Ground Floor Area for the uses shown for that area on Drawing Number 1952.20.202.Rev D submitted by the Owners as part of the First Planning Application so as to secure an occupier or occupiers so that area is ready to be occupied at the same time as Practical Completion of the First Development by taking the steps set out in the Marketing Strategy and (unless otherwise agreed in writing) to report to the Council no less frequently than once every month on the initiatives employed to market the said uses and (confidentiality permitting) on any interest expressed **PROVIDED THAT** the terms on which the uses are to be marketed (including without prejudice to generality ground rent if marketed as a leasehold interest) shall in the reasonable opinion of the Council be no less favourable for the Owners than would normally be obtainable on the open market for the same uses and for the avoidance of doubt (unless otherwise agreed in writing with the Council) the obligation to market the First Development Ground Floor Area shall continue until such time as such area is occupied for the purposes authorised under the First Planning Permission.

4.2.2 Nothing contained in Sub Clause 4.3 hereof shall be taken to restrict the continuing obligations on the part of the Owner to comply with Sub Clauses 4.2.1 in relation to the First Development Ground Floor Area.

4.3. OCCUPATION OF THE FIRST DEVELOPMENT OFFICE ELEMENT/THE THIRD DEVELOPMENT

- 4.3.1. Unless otherwise agreed in writing with the Council no part of the First Development Office Element shall be opened for business or occupied for any purpose until such time as
- (a) the Owners have received notice from the Council to the effect that the Owners have demonstrated to the Council's reasonable satisfaction that they have complied so far as they are able at a date 4 months after the First Implementation Date
 - (i) with all the requirements of Sub-Clause 4.1 hereof in respect of the Block E Uses Area and
 - (ii) with all the requirements of Sub-Clause 4.2 hereof in respect of the First Development Ground Floor Area and
 - (b) the Owners have fully completed the stage of the Second Development Interim Programme shown on Plan RP-IL-S1 as being programmed to be completed by that date to the Council's reasonable satisfaction (as demonstrated by notice in writing to that effect).
- 4.3.2. Unless otherwise agreed in writing with the Council no part of the Third Development shall be opened for business or occupied for any purpose until such time as
- (a) the Owners have received notice from the Council to the effect that the Owners have demonstrated to the Council's reasonable satisfaction that they have complied so far as they are able at a date 14 months from the Third Implementation Date
 - (i) with all the requirements of Sub-Clause 4.1 hereof in respect of the Block E Uses Area and
 - (ii) with all the requirements of Sub-Clause 4.2 hereof in respect of the First Development Ground Floor Area and
 - (b) the Owners have fully completed the stage of the Second Development Interim Programme shown on Plan RP-IL-S3 as being programmed to be completed by that date to the Council's reasonable satisfaction (as demonstrated by notice in writing to that effect)
- 4.3.4 . To complete the Second Development in accordance with the details described in the Second Planning Permission and conditions subject to which that planning permission was granted within a period of 3 years from the date of Implementation of such permission ALWAYS PROVIDED that if this timescale cannot be met owing to circumstances which the Owner can demonstrate to the Council's reasonable satisfaction as being beyond the Owner's control it shall be extended by a period for which these circumstances subsisted.

4.4. **THE PARTNERSHIP CONTRIBUTION**

To pay the Council the Partnership Contribution this to be paid as follows:

(i) on or prior to the Implementation Date to pay the sum of £5,000 (five thousand pounds)

(ii) on or prior to 1st April 2000 to pay the sum of £8,000 (eight thousand pounds)

(iii) on or prior to 1st April 2001 to pay the sum of £11,000 (eleven thousand pounds)

4.5. **THE WEST EUSTON PARTNERSHIP ACCOMMODATION**

To permit the West Euston Partnership to continue to occupy 21 Hampstead Road in accordance with the terms of occupation as at the date of this Agreement subject to the payment of a fair proportion of any service charge attributable to the floorspace occupied and to all other outgoings reasonably and directly attributable to occupation of the relevant service charge (if not forming part of the service charge) but if 21 Hampstead Road is required for redevelopment to serve notice on the Council and the West Euston Partnership to this effect and on the expiry of a date 3 months after the date of service of such notice to forthwith make available not less than 114 square metres of floorspace at ground floor level within the Site (or at such other location as may be agreed between the Owners the Council and the West Euston Partnership) for occupation and use by the West Euston Partnership on the following terms:

- 4.5.1. the Owners shall consult in good faith with the West Euston Partnership as to the precise location within the Site for the floorspace which they are to occupy and shall use all reasonable endeavours to give effect to the wishes of the West Euston Partnership in identifying the accommodation to be used;
- 4.5.2. occupation by the West Euston Partnership shall be rent-free but may be subject to the payment of a fair proportion of any service charge attributable to the floorspace occupied and to all other outgoings reasonably and directly attributable to occupation of the relevant floorspace (if not forming part of the service charge);
- 4.5.3. occupation shall be made available to the West Euston Partnership until 31 March 2002
- 4.5.4. the Owners shall pay West Euston Partnership in respect of any removal or other expenses reasonably and properly incurred arising directly from the Owners' requirement for the West Euston Partnership to vacate their existing premises within 21 days of being presented with evidence of such expenses being incurred.

- 4.5.5. the floorspace to be occupied shall be in a suitable condition for occupation by the West Euston Partnership and shall be decorated and fitted out at the Owners expense to a standard equivalent to that of 21 Hampstead Road at the date of this Agreement
- 4.5.6. the Owners shall be entitled to serve the West Euston Partnership with not less than three months' notice to quit their occupation of the identified floorspace **PROVIDED THAT** unless otherwise agreed in writing with the West Euston Partnership and with the Council that in the event that notice is served and is due to expire prior to 31 March 2002 the Owners shall be obliged to make available alternative floorspace within the Regent's Place Site for use by the West Euston Partnership subject to the same terms as are set out in this Sub Clause 4.5
- 4.5.7. other terms of occupation of the floorspace to be provided shall be on such reasonable terms as the parties may agree having regard to the nature of the occupation and shall be better (or no worse) than the terms of occupation currently pertaining in respect of the West Euston Partnership's occupation of 21 Hampstead Road

4.6. **THE TRAINING/EMPLOYMENT SCHEME**

To use all reasonable endeavours to assist (and to use reasonable endeavours to ensure that all occupants of Development also assist) the Council and the West Euston Partnership in the promotion of training programmes to provide training and employment opportunities for residents of the London Borough of Camden to gain knowledge experience expertise and qualifications and employment at all levels of any employment sector represented in the West Euston area and to make full references to such matters as the Council may reasonably require in connection with this obligation in their promotional literature for the Development.

4.7. **PROVISION OF THE PUBLIC ART**

- 4.7.1. On or prior to 1st November 2000 to submit to the Council for approval the Public Art Brief(s).
- 4.7.2. To ensure that the Public Art in the form set out in the Public Art Brief(s) approved by the Council in accordance with the terms of this Agreement shall be incorporated in the Development prior to the end of April 2002 .

- 4.7.3. The Owners shall;
- (i) pay all reasonable design costs associated with the creation of the Public Art.
 - (ii) pay any artist's reasonable preparatory costs incurred in creating the Public Art
 - (iii) pay the full costs of erecting the Public Art
 - (iv) ensure (at their own expense) that the process leading up to the creation of the Public Art shall be documented to the Council's reasonable satisfaction such documentation to be subsequently kept permanently on display at such display centres as the Council may nominate.

and the Owners agree that the total amount expended in respect of the provision of the Public Art shall be at least £50,000 (fifty thousand pounds).

4.8. **THE GREEN TRAVEL PLAN**

- 4.8.1. On or prior to the 1st November 1999 the Owners shall submit a draft version of the Preliminary Green Travel Plan to the Council for approval.
- 4.8.2. On or prior to the 1st November 2000 the Owners shall submit a draft version of the Green Travel Plan to the Council for approval and in drawing up such plan the Owner shall ensure that it shall incorporate provisions addressing the requirements of the First Schedule hereto (including steps arising from consultation undertaken by this date and those elements of the Preliminary Green Travel Plan approved by the Council.)
- 4.8.3. Forthwith upon approval of the Green Travel Plan the Owners shall
- (i) ensure that the strategy for implementation of the Green Travel Plan in the form approved by the Council is fully implemented and
 - (ii) shall use all reasonable endeavours to ensure that the Regents Place Site is managed in strict accordance with the terms of the version of the Green Travel Plan approved by the Council under the terms of this Agreement.

4.9. **RE-USE OF TREES FORMING PART OF THE TEMPORARY LANDSCAPING AREA**

- 4.9.1. On or prior to the date of this Agreement at the Owners' cost to remove forty three of the trees within the Temporary Landscaping Area with all reasonable care and skill so as to limit (so far as is reasonably practicable) any damage to them

- 4.9.2. Having removed the said trees to store them with all reasonable care and skill in conditions that will ensure the continued survival of the said trees at the Owners' cost until the Final Storage Date.
- 4.9.3. If during the period from the removal of the trees until the Final Storage Date the Council wishes to use all or any of the trees within the London Borough of Camden it may at any time serve written notice(s) on the Owners requiring delivery within a period of 14 days to a location or locations within the London Borough of Camden whereupon the Owners shall procure the delivery of the specified number of trees as directed by the Council on terms that:
- 4.9.3.1. the said notice must specify a single date prior to the Final Storage Date on which all of the trees which are the subject of the notice are to be delivered and planted;
 - 4.9.3.2. the Council shall specify the exact locations to which the trees are to be delivered and planted;
 - 4.9.3.3. the Owners shall ensure that the site of the said trees is prepared and that the said trees are delivered and planted in a professional way so as to maximise the chance of such trees surviving
 - 4.9.3.4. (subject to clause 4.9.3.5) the costs of delivering and planting the said trees and preparing the locations in which the trees are to be planted to a suitable state for planting shall be borne by the Owners always provided site preparation costs shall not exceed £11,500.
 - 4.9.3.5. the Council shall (at its own cost) secure all necessary approvals and consents and where appropriate procure at the Council's cost the diversion of all affected apparatus of statutory undertakers;
 - 4.9.3.6. once delivered and planted by the Owners the trees shall be maintained by the Council at its own cost and the Owners shall be under no further liability in respect of them; and
- 4.9.4. If the Council shall not have served notice on the Owners pursuant to Sub Clause 4.9.3 by the Final Storage Date then the Owner shall serve notice on the Council asking for the Council to indicate what it wishes to happen with the trees and the Council shall respond to such notice by requiring either the said trees:
- 4.9.4.1. shall continue to be stored by the Owners but at the cost of the Council (such cost to be notified to the Council by the Owners and shall be payable by the Council within 28 Days of a written demand from the Owners) or

4.9.4.2. may be disposed of at any time thereafter by the Owners at the Owner's expense as they see fit

PROVIDED THAT if the Council shall not have responded to the notice served by the Owners pursuant to this Sub Clause 4.9.4 within 28 days after the service of such notice then the Council shall be deemed to have elected that the said trees may be disposed of by the Owners as they see fit

4.10. TREE STRATEGY

4.10.1 For a period of 12 months following the date of this Agreement to use all reasonable endeavours to reach an agreement with the Highways Agency (or any successor body) for that part of the highway of which the Secretary of State for the Environment Transport and Regions is the highway authority in the form of a licence granted under the the Highways Act 1980 to secure the planting of six new trees (or such lesser number as may be agreed between the parties and the Highways Agency) of which licence may also include the removal of existing trees in the Tree Planting Area at the Owners' expense and the planting of these trees are to be carried out within a period of 15 months from the date of this Agreement unless otherwise agreed in writing by the Council.

4.10.3 In the event of the Owners failing to reach agreement with the Highways Agency within a period of 12 months from the date of this Agreement to secure the planting of trees in the Tree Planting Area in accordance with the terms of Sub Clause 4.10.1 hereof within the time limit specified therein to forthwith pay to the Council the Tree Planting Contribution in lieu of the obligations in clause 4.10.1

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1. The Owners shall give written notice to the Council on or prior to the First Implementation Date specifying that Implementation of the First Development has taken or is about to take place.

5.2. The Owners shall give written notice to the Council on or prior to the Second Implementation Date specifying that Implementation of the Second Development has taken or is about to take place.

5.3. The Owners shall give written notice to the Council on or prior to the Third Implementation Date specifying that Implementation of the Third Development has taken or is about to take place.

- 5.4. The Owners shall give written notice to the Council on or prior to the date of Practical Completion of the First Development specifying that Practical Completion of the First Development has taken or is about to take place together with such supporting information as may be reasonably required to show Practical Completion has taken or is about to take place.
- 5.5. The Owners shall give written notice to the Council on or prior to the date of Practical Completion of the Second Development specifying that Practical Completion of the Second Development has taken or is about to take place together with such supporting information as may be reasonably required to show Practical Completion has taken or is about to take place.
- 5.6. The Owners shall give written notice to the Council on or prior to the date of Practical Completion of the Third Development specifying that Practical Completion of the Third Development has taken or is about to take place together with such supporting information as may be reasonably required to show Practical Completion has taken or is about to take place.
- 5.7. The Owners shall give written notice to the Council on or prior to the First Occupation Date specifying that occupation of the First Development has taken or is about to take place.
- 5.8. The Owners shall give written notice to the Council on or prior to the Second Occupation Date specifying that occupation of the Second Development has taken or is about to take place.
- 5.9. The Owners shall give written notice to the Council on or prior to the Third Occupation Date specifying that occupation of the Third Development has taken or is about to take place.
- 5.10. The Owners shall give written notice to the Council on or prior to any part of the First Development Office Element opening for business or being occupied for any purpose specifying that occupation of the First Development Office Element or its opening for business has taken or is about to take place.
- 5.11. 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 indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owners of any obligations contained herein.
6. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-

- 6.1. Any payments of money to be made by the Owners to the Council in connection with this Agreement shall be made by the Owner sending the full amount payable in the form of a Banker's Draft or Solicitors client account cheque within the time specified in this Agreement to the Council together with a letter specifically referring to the name date and parties to the Agreement and citing the clause of the Agreement to which the sum relates such letter and identifying which portion of the amount relates to any sum calculated to take account of inflation in accordance with the terms of this Agreement and to be addressed to the Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ.
- 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 covenant with the Council that they will within 28 days from the date hereof lodge their Land or Charge Certificates in relation to the Freehold Site and the Leasehold Site with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the title to the Freehold Site and the Leasehold Site .
- 6.5. 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 the Owners 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 Owners.
- 6.6. Any sums referred to in this Agreement as payable or to be applied by the Owners under this Agreement (save for any part of the Partnership Contribution) 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 being equal to the original sum payable multiplied by a figure being a fraction of which All Items Index of Retail Prices ("the AIIRP") figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.
- 6.7. 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.

- 6.8. The parties hereto shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and in particular
- (i) the Owners shall comply with any reasonable requests of the Council to have access to any part of the Regent's Place Site or any requests to provide documentation within the Owners' possession (at the Owners' expense within the time reasonably required by the Council) for the purposes of monitoring compliance with the obligations contained herein.
 - (ii) no notice agreement action approval consent direction authority or approval to be given under this Agreement shall be unreasonably withheld .
- 6.9. 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.
- 6.10. Insofar as different parts of the Site are owned or become owned by different persons and therefore the term "the Owners" consequently comprises more than one person the Owners covenant with the Council on behalf of any successors in title that each such person who owns an interest in the Site shall co-operate insofar as they are able with all other persons holding an interest in the Site and shall do anything reasonably necessary so as to ensure that the covenants herein expressed to be made on behalf of "the Owners" are fulfilled as expeditiously as possible.
- 6.11. The Council shall use reasonable endeavours to assist the Owners in reaching agreement with the Highways Agency in connection with the provisions of Sub-Clause 4.10 hereof
- 6.12. Covenants expressed to be made hereunder by the Owners shall be enforceable jointly and severally by the Council against B.L.C.T.(16699) Limited and B.L.C.T.(16700) Limited and against any of their successors in title to any part of the Site.
- 6.13. (i) 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

(ii) any such notice or approval served on the Council shall be in writing and shall specifically refer to the relevant Planning Application reference number(s), the name, date and parties to the Agreement and shall cite the clause of the Agreement to which it relates and shall be addressed to the London Borough of Camden, Planning Obligations Officer, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP

(iii) any notice or approval or agreement from the Council shall be signed by a representative of the Council's Environment Department and in the case of notice or approval to the Owners shall be addressed to their address for service for the time being this currently being "The Company Secretary, 10 Cornwall Terrace, Regent's Park, London, NW1 4QP" or such other address as may be agreed between the parties.

- 6.14. Where under the terms of this Agreement the Council's agreement to or approval of any matter is required then following a notification in writing by the Owners of any such matter requiring agreement or approval of the Council served in accordance with the requirements of this Agreement ("the Original Notice") such notice to be by Recorded Delivery Post then the Council will as soon as is reasonably practicable after such notification consider any matters submitted or (at the Owner's expense) arrange to inspect any works the subject of the said notification (as appropriate) for the purposes of confirming its agreement or approval (or otherwise) **PROVIDED THAT:**
- 6.14.1. if the Council is reasonably satisfied with the matters the subject of the said notification it will certify as such in writing;
 - 6.14.2. if the Council is not reasonably satisfied with the matters the subject of the said notification it will serve a counter-notice on the Owners specifying the reasons why it is not satisfied;
 - 6.14.3. for the avoidance of doubt the Council may certify its satisfaction of any notification to and on condition that specified additional matters are incorporated into any details or that minor works or snagging items are rectified (as appropriate) within a specified period;
 - 6.14.4. if the Council serves notice pursuant to Clause 6.14.2 then upon the Owners incorporating the specified details or completing the specified aspects of the works (as appropriate) they may give to the Council a further notification (and the provisions of this Sub Clause 6.14 shall apply equally to that notification as to the original notification save that the period of 7 days shall be substituted for "28 days" in clauses 6.14.5 and 6.14.6);

- 6.14.5. the Council agrees that it will use all reasonable endeavours to give notice pursuant to one of Sub Clauses 6.14.1 to 6.14.2 within 28 days of receipt of a notification.
- 6.14.6. if the Owners have not within a period of 28 days of service of the Original Notice received any notice in response from the Council it may serve a further notice on the Council by Recorded Delivery post in accordance with the terms of this Agreement ("the Further Notice") requiring that the Council serve a notice in response to the Original Notice within 7 days of the date of receipt of the Further Notice and in the event of the Council failing to serve notice on the Owners within 7 days of service of the Further Notice the Council shall be deemed to have given the approval of or agreement to the relevant matter specified in the Original Notice.
- 6.14.7. the Further Notice and any notice served under sub-clause 6.14.4 hereof shall include the following words in capital letters as part of its heading "Warning - failure to respond to this Notice within 7 days will have very serious consequences for the Council".
- 6.15. (i) In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement (other than a dispute or difference touching or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- (ii) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub-clause (i) hereof or as to the appropriate professional body within seven days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed by the President for the time being of the Law Society of England and Wales on the application of any part to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate

professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

IN WITNESS whereof the Owners and the Council have caused their respective common seals to be affixed the day and year first above written.

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



EXECUTED AS A DEED BY)
~~THE COMMON SEAL OF B.L.C.T. (16699)~~)
LIMITED was hereunto affixed)
in the presence of:-)

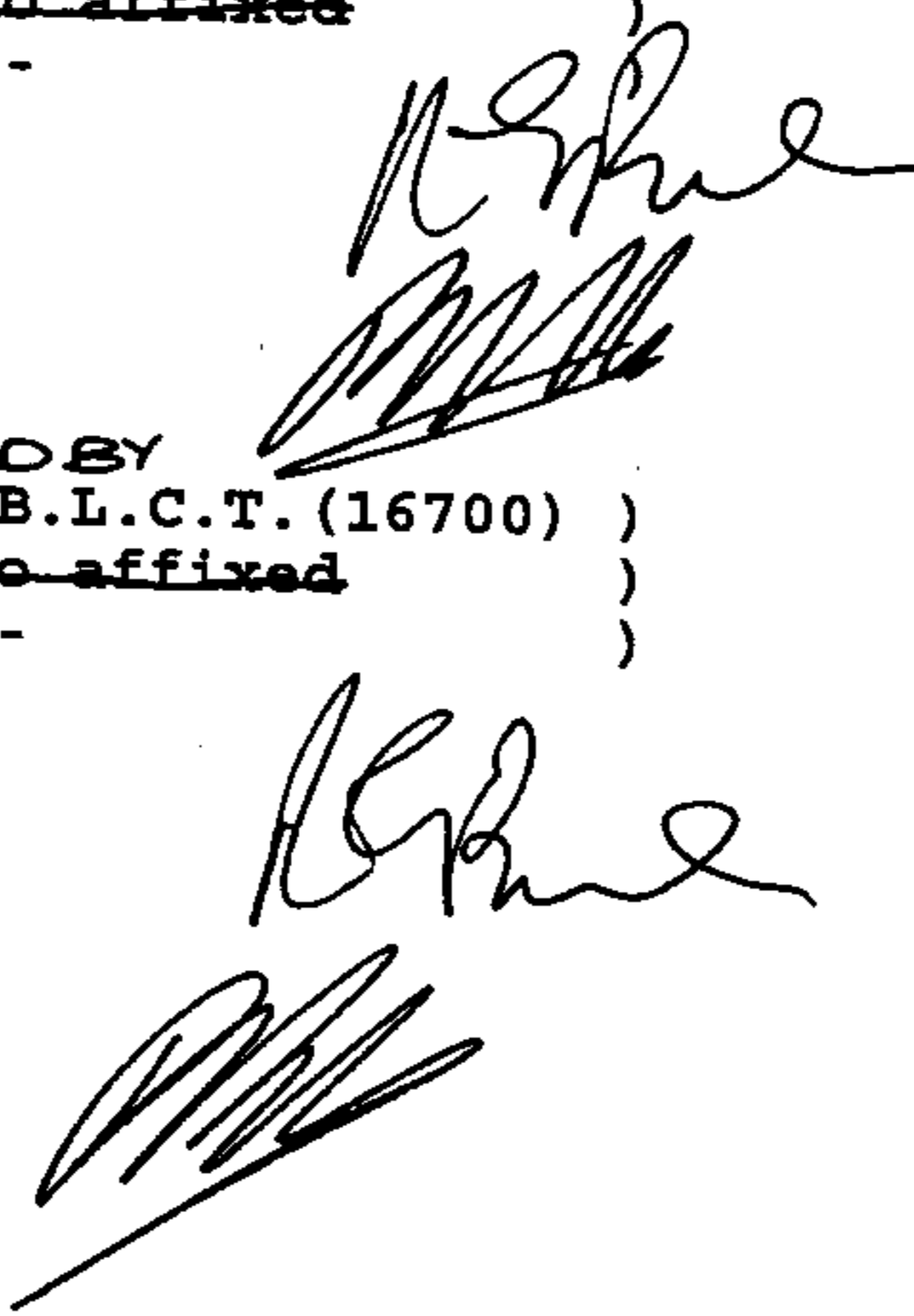
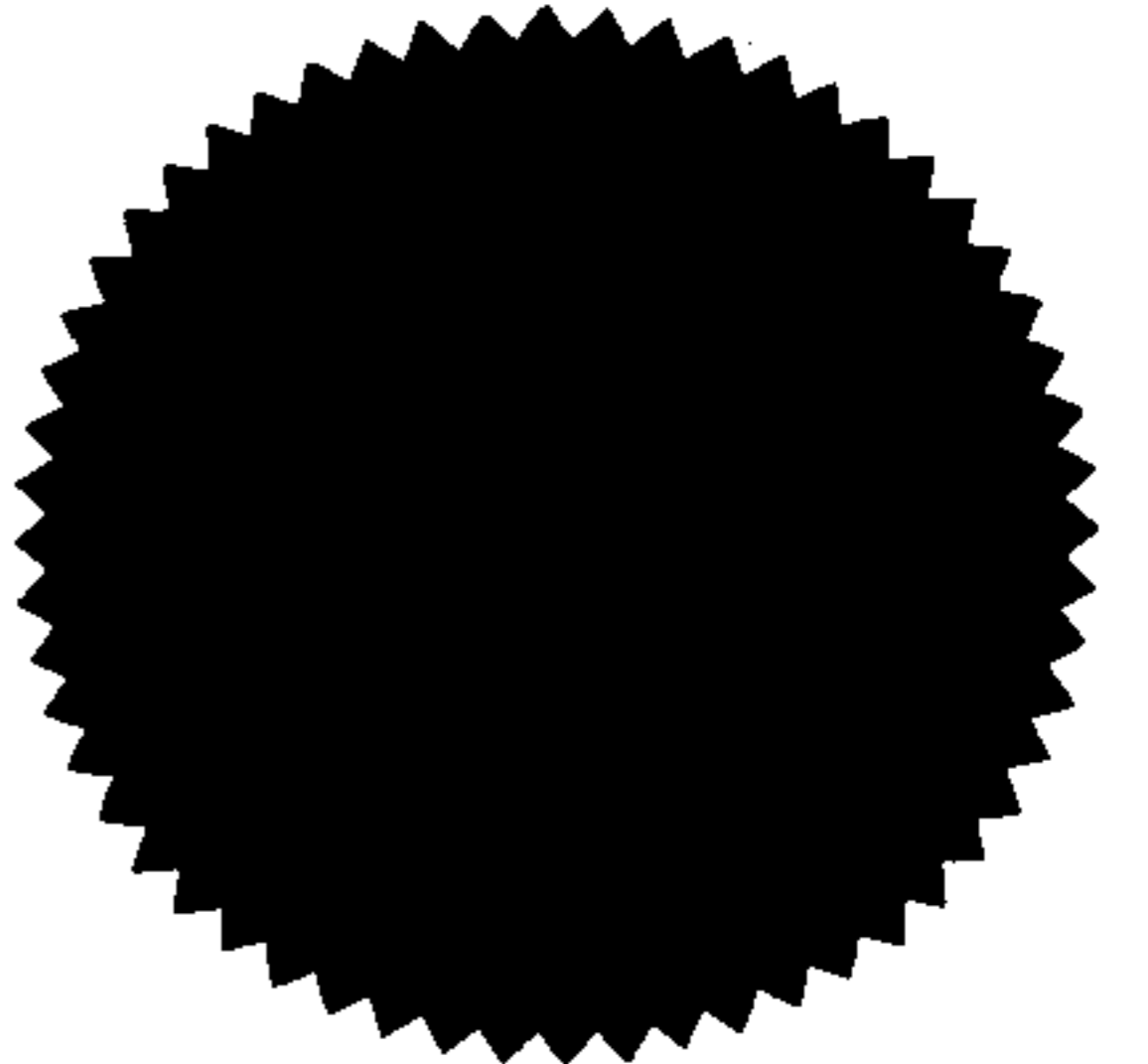
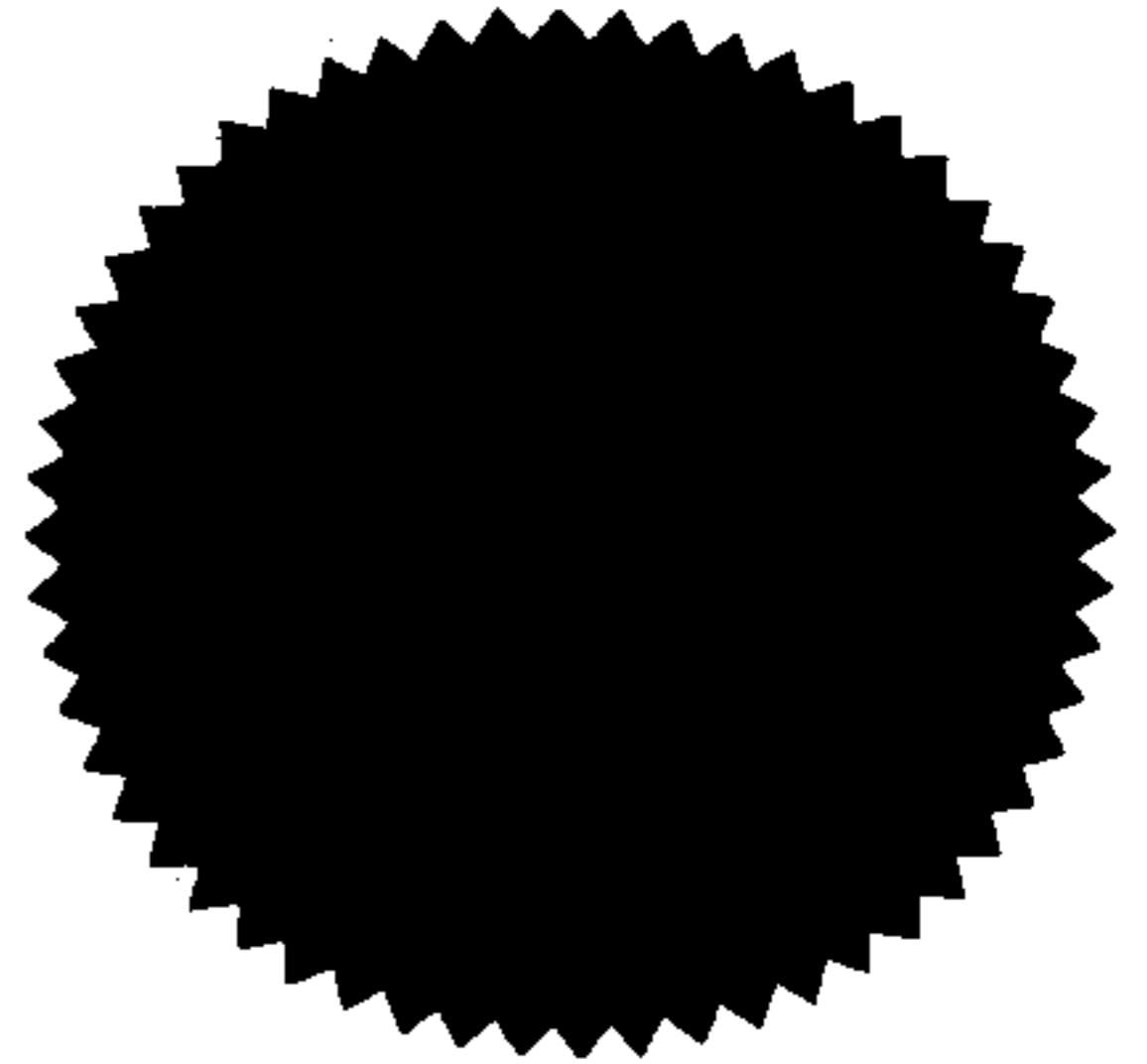
Director

Secretary

EXECUTED AS A DEED BY)
~~THE COMMON SEAL OF B.L.C.T. (16700)~~)
LIMITED was hereunto affixed)
in the presence of:-)

Director

Secretary



THE FIRST SCHEDULE

THE GREEN TRAVEL PLAN

Part I

In drawing up the Preliminary Green Travel Plan and the Green Travel Plan the Owners shall use all reasonable endeavours to ensure that provisions relating to the following matters are contained within both Plans.

Review, management, promotion , target setting and reporting

- 1) ongoing review and monitoring of the Regents Place Site's accessibility in Green Transport terms
- 2) ongoing promotion of measures to facilitate the Regents Place Site's accessibility in Green Transport terms
- 3) ongoing senior management commitment and consultation with staff and occupants of the Regents Place Site
- 4) annual staff travel surveys and management systems to monitor the effectiveness of Green Travel
- 5) a designated staff travel co-ordinator within the organisation to be responsible for implementing the Green Travel Plan
- 6) a communications strategy within the organisation about the benefits of the Green Travel plan
- 7) the setting of specific targets in respect of Green Travel
- 8) the establishment of an effective reporting mechanism to the Council for monitoring the Green Travel Plan

Emissions/vehicle reduction initiatives

- 1) use of alternatively-fuelled vehicles for servicing (such as electric and LPG) - organisations can apply to the Energy Savings Trust for greener vehicle grants
- 2) introduce workplace green pool vehicles for work-related trips
- 3) review and develop criteria to reduce car allowances
- 4) reduce the availability of and/or charge for workplace staff car parking and permits

Public Transport Initiatives

- 1) Provide interest free annual season ticket/travelcard loans to staff to encourage bus/tube/rail use for commuting and work-related trips
- 2) Provide in-house public transport information (both London Transport and National Rail travel information is available from their respective websites: www.londontransport.co.uk/ www.railtrack.co.uk

- 3) Work with the Council and public transport operators to improve routes

Cycling initiatives

- * workplace cycling measures - include providing:
 - 1) Secure and well-lit workplace cycle parking
 - 2) Changing and showering facilities
 - 3) Cycle allowances for work-related journeys
 - 4) Cycle and equipment loans and insurance
 - 5) Cycle repair facilities
 - 6) Cycle pool for work-related journeys
 - 7) Work with the Council to improve cycle routes to/from worksite

Other initiatives

- 1) Encourage walking through the provision of information on the best pedestrian routes to and from the worksite for staff and visitors
- 2) Consider the use of partial homeworking/teleworking/teleconferencing
- 3) Use taxis as appropriate

THE FIRST SCHEDULE: PART II

PART II

Ongoing arrangements will be required for the matters set out below setting out firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Green Travel Plan by agreement in the light of developing circumstances and that it may not be appropriate to undertake consultation with the intended occupiers of the Third Development at the outset.

1. Review the Development's Transport Accessibility

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

2. Consultation with employers

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

3. Employee Consultation and Travel Surveys

This will be based around consultation. It will be extremely important to secure the support of employees if the Plan is to succeed. It is intended that Stage 3 will include employee travel surveys to examine the use of existing modes of travel, attitude towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. British Land proposes to consult with Camden and public transport at this stage.

4. Implementation

Stages 1 to 3 will provide the base information for implementing the Green Travel Plan. To implement the plan a partnership approach is proposed between employee representatives, British Land's estate management team, the London Borough of Camden and public transport operators. It is intended that a green travel plan will be produced outlining measures to promote sustainable travel at the development. This would be made available to all staff working at 2 & 3 Triton Square. British Land's site management team will actively promote the measures within the plan.

It is proposed that the Green Travel Plan partnership members should meet on a regular basis to review the implementation of the Plan.

5. Monitor and Review

British Land regards the Green Travel Plan as an ongoing process of continuous improvement. Therefore, regular reviews of the Plan as part of the estate's management will be scheduled to maximise the use of sustainable transport.

THE SECOND SCHEDULE

THE SECOND DEVELOPMENT INTERIM PROGRAMME

LANDSCAPING INTERIM STAGES

The attached Edwards Gale plans RP-IL-S1; S2; S3 and S4 set out Second Development Interim Programme together with the following written summary which is intended to be read with such plans .

STAGE 1

These works will be completed during the planting season 1999/2000.

The works comprise of the following elements:

- a. One of the two planters on Hampstead Road, containing eight Pleached Limes.
- b. The tree planter adjacent to the existing basement tree, to the south of Euston Tower.
- c. The Green Screen to the southern end of Block E.

STAGE 2

These works will be completed by November 2000.

The works comprise of the following elements:

- a. The second tree planter on Hampstead Road.
- b. Hard paving around the three sides of the Tower Podium.
- c. Removal of the temporary tree planters, running north-south to the west of the tower.
- d. Re-routing of pedestrians around the hoarding line of 2&3.

STAGE 3

These Works will be completed by the planting season of April 2001.

The works comprise of the following elements:

- a. The completion of 2&3 Triton Square and all the landscaping elements within the hoarding line:
- b. Paving to all four facades & the southern section of Triton Square, up to the Tower paving.
- c. The tree planter outside the entrance to 2&3.
- d. The Folding Lawn, on Euston Road.
- e. Two Plane trees within the alcoves of 2&3, on Euston Road.
- f. The taxi drop off point at the north-east corner of 2&3.
- g. The erection of hoarding around stage 4 and the diversion of pedestrians through the new square.

STAGE 4

These works will be completed during the planting season 2001/2002.

The works comprise of the following elements:

- a. The completion of Triton Square, including;
- b. Paving to the secondary square, to the south of Block E.
- c. The avenue of Pleached Limes between the square and the service yard.
- d. The folding lawn to the north of Triton Square.

THE THIRD SCHEDULE

THE MARKETING STRATEGY

In marketing relevant sites in accordance with the requirements of this Agreement the Owners shall (inter alia) carry out the following steps to the Council's reasonable satisfaction :

- (i) Erect letting boards in at least 2 visible locations in and around the Regent's Place Site of a size to be reasonably agreed between the Owners and the Council (subject always to advertisement control
- (ii) Prepare and make available professionally produced illustrated marketing brochures and particulars
- (iii) Identify target and approach likely occupier sectors and make direct approaches and presentations to the most promising potential occupiers within the sectors
- (iv) circulate brochures and particulars to agents, both local and those active in the wider London market
- (v) arrange site visits and presentations to agents and potential occupants
- (vi) advertise the availability of the site in the property press, the trade press for identified occupier sectors , the local press and the London wide press
- (vii) arrange site visits and presentations for local occupiers
- (viii) mail shot existing local occupiers and targeted occupier sectors
- (ix) maintain regular contact with the Council's Property Services Division and regeneration team to ensure that any potential occupant making inquiries of them is supplied with appropriate information .

DATED 26TH NOVEMBER 1999

BLCT (16699) LIMITED

-and-

BLCT(16700) LIMITED

-and-

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

AGREEMENT

Relating to land known as Triton Square,
Regent's Place pursuant to Section 106 of
the Town and Country Planning Act 1990
(as amended)

Alison Lowton
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 0171 860 1947
Fax: 0171 860 5659

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