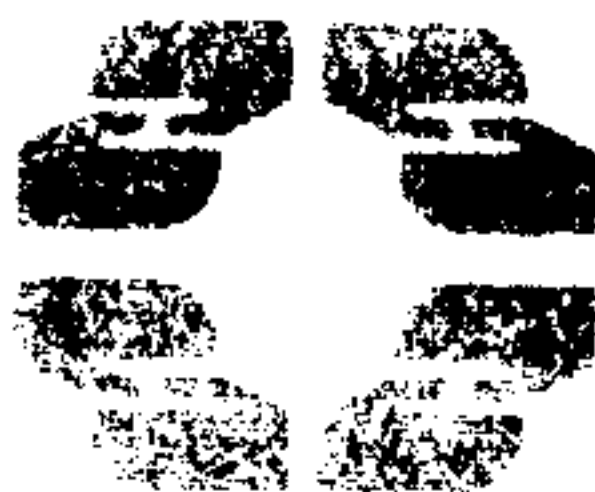


London Borough of Camden

SR

Elec Sub Station
Blocks 1 - 6



Planning and Transport Department
Camden Town Hall
Argyle Street Entrance Euston Road
London WC1H 8EQ Tel: 278 4444
David Pike MSc CEng MICE MRTPI
Director of Planning and Transport

Pollard Thomas & Edwards,
55 Colebrooke Row,
London, N1 8AF.

Our Reference: PL/8803756/R5
Case File No: G5/3/G
Tel. Inq:
Randall Macdonald ext. 2521
(Please ring after 2.00pm unless
enquiring about Tree applications.)

Date: 28th April 1989

Dear Sir(s)/Madam,

Town and Country Planning Act 1971 (as amended)

Permission for Development

The Council, in pursuance of its powers under the above-mentioned Act and Orders made thereunder, hereby permits the development referred to in the undermentioned Schedule subject to the conditions set out therein and in accordance with the plans submitted, save insofar as may otherwise be required by the said conditions.

Your attention is drawn to the General Information attached hereto.

Your attention is also drawn to the Statement of Applicants Rights.

SCHEDULE

Date of Original Application : 21st March 1988

Address : LEB Site, Lithos Road, NW3.

Proposal : The refurbishment and extension of the main building as B1 Business Use, (39,000sq.ft.) with transformer retained; the redevelopment of the rest of the site to provide light industrial buildings along the south eastern embankment comprising 31,500sq.ft. of B1 use and 31,500sq. ft. of light industrial use as described in the concurrent legal agreement; basement car parking for 158 cars; a residential development of 107 units; new garden, amenity building and retention of existing footpath together with access to Lithos Road, as shown on drawing numbers 101A(R5), 102A, 103, 104, 105A, 106A, 107, 108, 111, 112, 113, 114, 115A SK104A, SK105A, revised on 1st, 5th, 19th July, 2nd August, and 27th February 1989.

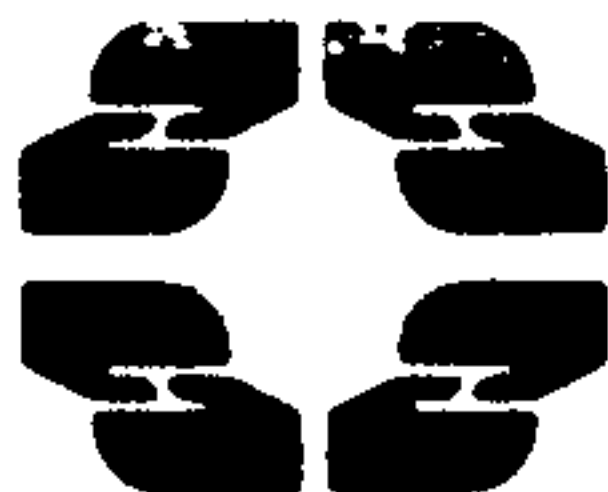
Standard Condition:

1. The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

Reason for Standard Condition:

1. In order to comply with the provisions of Section 41 of the Town and Country Planning Act 1971.

PTO



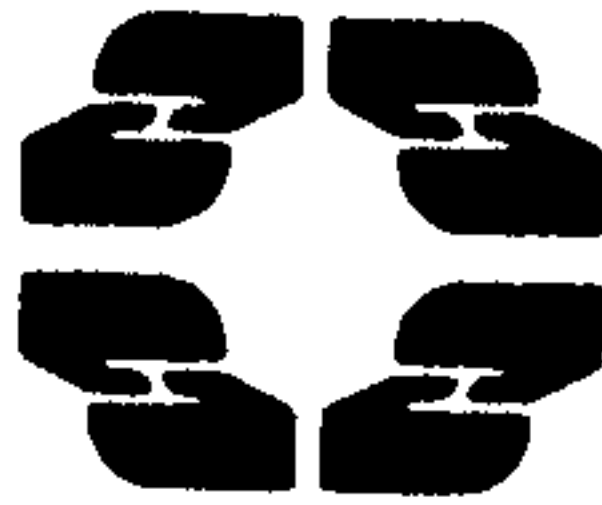
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(Our Reference: PL/8803756/R5)
(Case File No: G5/3/G)

Additional Condition(s):

- 01 The development must be begun not later than either five years from the date of this permission or two years from the final approval of the reserved matters, whichever is the later.
- 02 The details of the elevations and facing materials to be used on the buildings, the means of access thereto, the landscaping, "the reserved matters", shall be approved by the Council before any work on the site is commenced.
- 03 No development shall take place until a timetable for the completion of the whole development, giving full details of the phasing of the development, have been submitted to and approved by the Council and the works completed in accordance with the approved timetable.
- 04 No development shall take place until full details of all hard and soft landscaping and means of enclosure of all unbuilt, open areas, public footpath and including access for school parties to any undeveloped section of the embankment for nature study purposes have been submitted to and approved by the Council before any work on the site is commenced.
- 05 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details, prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development die, are removed, or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.
- 06 Non-residential car parking shall be limited to 46 spaces provided and retained permanently to be used as appropriate to the efficient operation of the light industrial floorspace, the remaining B1 and amenity uses, provided that:
 - (a) No car parking space is used solely for commuting during normal working hours (i.e. vehicles using the parking spaces are employed on business operations during normal working time).
 - (b) Council officers will be permitted access to the site to monitor the use of spaces if necessary. A minimum of 112 spaces should be reserved permanently for residential occupiers of the site.
- 07 No development shall take place until full details (including a management agreement) for the servicing, loading and parking (including allocation of spaces) arrangement for residential, offices, leisure/amenity, workshops and light industrial units have been submitted to and approved by the Council.
- 08 No servicing of activities including the loading and unloading of goods (including fuel) by vehicles arriving at or departing from the site shall be carried out other than within specified service areas within a

PTO



(Cont.)

(Our Reference: PL/8803756/R5)
(Case File No: G5/3/G)

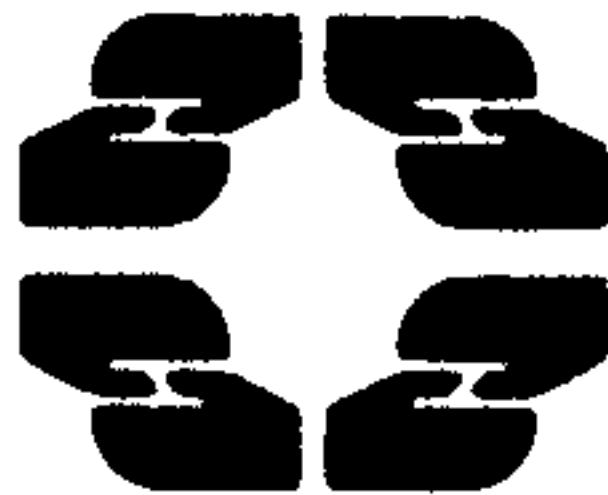
- curtilage of the site.
- 09 Not less than 31,500 sq.ft. of floorspace shall hereby permitted be used used only for light industrial purposes as described in the 1972 Use Classes Order and for no other purpose (including any other purpose within Class B1 of the schedule of Town and Country Planning (Use Classes) Order, 1987 or in any provision equivalent to that class in any statutory instrument revoking or re-enacting that Order.
 - 10 No process shall be carried on or machinery installed which is not such as could be carried on or installed in any residential area without detriment to the amenity of that area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit.
 - 11 Details of the provision for access for a disabled person inclusive of 5 wheelchair parking spaces at ground level in compilation with the provision of S.4 of the Chronically Sick and Disabled Persons Act, 1970 shall not be otherwise than as shall have been approved by the Council before any work on site is commenced.
 - 12 That the existing public footpath is retained permanently for use by the public, together with the new connection to Lithos Road.

Reason(s) for Additional Condition(s):

- 01 In order to comply with the provisions of section 42 of the Town and Country Planning Act 1971.
- 02 & 07. In order that the Council may give consideration to the details of the proposed development.
- 03 In order to ensure that the development is completed and occupied as permitted.
- 04 & 05. To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme.
- 06 To ensure the permanent retention of the accommodation for parking purposes and to ensure that the use of the building does not add to traffic congestion.
- 08 To avoid obstruction of the surrounding streets and to safeguard amenities of adjacent premises.
- 09 To ensure that the future occupation of the building shall be in accordance with the Council's policy for attracting new manufacturing activities to the Borough as set out in the Written Statement of the London Borough of Camden Local Plan, 1987 (the Borough Plan).
- 10 & 12. To safeguard the amenities of the adjoining premises and the area generally.
- 11 In order to ensure compliance with the terms of the Act and Regulations.

Informative(s):

- 01 That the applicants be advised to contact the Chief Engineer regarding the Council's "building over" requirements in respect of sewers on the site.



(Cont.)

(Our Reference: PL/8803756/R5)
(Case File No: G5/3/G)

- 02 This decision is without prejudice to the Council's position as owner of the adjoining property.
- 03 Works of construction and ancillary activity which would cause disturbance to adjoining residents should not take place otherwise than between the hours of 8am to 6pm on Monday to Friday and 8am to 1pm on Saturday, with no working on Sunday or Bank Holidays in order to comply with locally enforced standards.
- 04 There is a statutory requirement to provide sanitary conveniences for disabled persons in compliance with the provisions of Section 4 of the Chronically Sick and Disabled Persons Act 1970 and the 1985 Building Regulations (as amended by Part M of the Building (Disabled People) Regulations 1987). You are advised to consult the District Surveyor in respect of compliance with this requirement.

Yours faithfully

Director of Planning and Transport
(Duly authorised by the Council to sign this document)

THIS AGREEMENT is made the 28th day of April One thousand nine hundred and eighty nine BETWEEN COLEBROOKE DEVELOPMENTS LIMITED whose registered office is situate at 55 Colebrooke Row London N1 8AF (hereinafter called "the Applicants") of the one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU whose reference is LEGAL/PL233 (hereinafter called "the Council") of the other part

WHEREAS:

(1) The Applicants have applied to be registered as the registered proprietors with title absolute of the land and buildings more particularly described in the First Schedule hereto (hereinafter called "the Application Site") the same being registered at HM Land Registry with a title number to be allocated but formerly being comprised partly within title numbers NGL207702 and NGL332194

(2) The Council is the Local Planning Authority for the area within which the Application Site is situated for the purpose of the Town and Country Planning Act 1971 (hereinafter called "the Act")

(3) The Applicants have submitted to the Council a written application dated the 21st day of March 1988 the same having been allocated the reference of 8803756/R5 by the Council (hereinafter called "the planning permission") for the development described in the Second Schedule hereto (hereinafter called "the Development")

(4) The Council is satisfied that the Development may be approved and granted permission SUBJECT HOWEVER to the Development and use of the Application Site being restricted and regulated in the manner hereinafter contained

(5) The parties hereto have agreed for the reasons hereinbefore recited to enter into this Agreement pursuant to the powers and provisions of

Section 52 of the Town and Country Planning Act 1971 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and all other powers them enabling

NOW THIS DEED WITNESSETH and it is hereby agreed and declared as follows

1. This Agreement is made in pursuance of the powers and provisions hereinbefore recited and in pursuance and by virtue of each and every other power statutory or otherwise the Council hereunto enabling

2. (a) This Agreement shall come into full force and effect from the date ^{of} a specified operation on the application site in connection with the planning permission ~~or~~ and "specified operation" shall have the meaning assigned to it by section 43 of the Act

(b) The Applicants covenant and undertake with the Council that not later than seven days before commencing a specified operation on the Application Site in connection with the planning permission they shall serve a notice on the Council of their intention so to do

3. The Applicants for themselves their successors in title and all persons deriving title under them hereby covenant declare and agree and undertake with the Council as follows:-

(a) That as soon as possible after the Applicants have disposed of 80% of the floor area of the accommodation permitted by the planning permission ~~to be disposed of~~ and for the purposes of this clause "disposal" shall include the sale or lease or occupation of part only of the Application Site whether or not such part shall have been developed in accordance with the planning permission so that such part or parts shall be deemed to form part of the said 80% as if it had been developed in

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accordance with the planning permission and had been disposed of
and shall also include the sale or letting of any building
erected thereon pursuant to the planning permission or the
occupation of any such building other than in the course of
construction or refurbishment thereof and discounting for this
purpose the portion of the Application Site occupied or to be
occupied by the London Electricity Board and the amenity
building or

- (b) Within a period of 5 years from the date this clause comes into effect whichever shall be the earlier PROVIDED ALWAYS that the said period of 5 years may be varied by agreement between the parties hereto and that if the Applicants request the Council to extend the period of 5 years the Council shall not unreasonably withhold its consent Then the Applicants shall cause to be vested in the Council and the Council agrees to accept a lease (hereinafter called "the lease") of such part or parts of the light industrial buildings along the south-eastern embankment of the Application Site referred to in and to be constructed pursuant to the planning permission as shall comprise not less than 9,000 square feet of floorspace (hereinafter called "the Council's floorspace")
- (c) The Council's floorspace shall be constructed in the position and to a design to be agreed between the parties hereto such agreement to be based so far as possible upon discussions which have taken place in principle between the Applicants and the Council
- (d) The Council's floorspace will be finished and fitted out by the Applicants to the Council's reasonable specification as

workshops at the expense of the Applicants up to the sum of £180,000.00

(e) The lease shall be in a form reasonably required by the Applicants and may contain similar provisions to the form of leases adopted by the Applicants on other parts of the Application Site PROVIDED HOWEVER THAT without prejudice to the generality of the foregoing the lease shall contain the following terms covenants or conditions:-

- (i) the term of the lease shall be a period of not less than ninety nine years from the date upon which the Council's floorspace is available for occupation
 - (ii) there shall be no premium payable for the lease
 - (iii) the annual rental shall be one peppercorn (if demanded)
 - (iv) the lease shall contain such reasonable provisions as to insurance as the Applicants may require but upon the basis that the Council shall indemnify the Applicants in respect of all insurance premiums
 - (v) the lease shall permit the Council in its absolute discretion to assign or sub-let its interest in all or part of the premises leased
 - (vi) any lease or sub-lease shall be in a form consistent with the terms of the said lease
- (f) each party will be responsible for and shall bear its own costs of and in connection with the said lease

4. PROVIDED however and it is hereby agreed and declared that in respect of the lease the Council shall accept and enter into the lease within 6 months of their being required so to do (provided that the said period of 6 months shall not commence until such date as the Council's floorspace

um of shall be completed in accordance with the requirements of this Agreement)

5. The Applicants for themselves their successors in title and all
persons deriving title under them hereby jointly and severally declare
orm of agree covenant and undertake with the Council as follows:-

(a) in respect of the light industrial buildings along the
south-eastern embankment of the Application Site permitted by the
planning permission

(i) an area of not more than fifty per cent shall be used for
all or any purposes of Class B1 of the Town and Country
Planning (Use Classes) Order 1987

(ii) an area of not less than fifty per cent (hereinafter called
"the restricted area") shall be used only for purposes of
Class B1(C) of the Town and Country Planning (Use Classes)
Order 1987 (and for no other purposes whatsoever
notwithstanding that other purposes may fall within the
said Class B1) being a use which can be carried out in ^{any} ~~the~~ *Res*
residential area without detriment to the amenity of that
area by reason of noise vibration smell fumes soot ash dust
or grit and "industrial process" means a process for or
incidental to any of the following purposes

(i) the making of any article or part of any article
(including a ship or vessel or a film video or sound
recording)

(ii) the altering repairing maintaining ornamenting
finishing cleaning washing packing canning adapting
for sale breaking up or demolition of any article or

(iii) the getting dressing or treatment of minerals ~~and for~~ *for* *in*

(b) The Applicants shall notify the Council of the location of the

restricted area before the first occupation of any of the proposed industrial buildings

- (c) The Council hereby agrees that the Council's floorspace shall for the purposes of this clause only be deemed to form part of the restricted area notwithstanding the actual use of the Council's floorspace

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

- (a) This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity

- (b) The Schedules hereto form part of this Agreement

- (c) The Applicant ^{covenants with} and undertakes that it shall within fourteen days from the date hereof lodge their Land Charge Certificates to the ^{Application Site} ~~Land~~ with HM Land Registry and will apply to the Chief Registrar to register this Agreement in the Charges Register thereof and shall forthwith after such lodgement inform the Council of the deposit number and will furnish to the Council authority for the ^{Application Site} Council to inspect the title to the ~~Land~~ and office copies of such title to show the entry of this Agreement in the Charges Register of the title to the ^{Application Site} ~~land~~

- (d) Any notice or certificate served upon any party pursuant to this Agreement shall be in writing and shall be sufficiently served if left at or posted by recorded delivery post to that party at the respective addresses set forth on the first page of this Agreement with the references there given

- (e) Any reference in this Agreement to any of the parties hereto shall be deemed to include the successors and assigns of that

the party

(f) The Applicant shall indemnify and keep indemnified the Council against all claims actions demands or expenses which may arise out of or in consequence of the provisions of this Agreement

(g) Nothing in this Agreement shall imply any obligation on the part of the Council to the ^{Applicant} ~~Owner~~ or to any person to ensure that the development and works mentioned herein are properly constructed

7. The Applicants for themselves their successors in title and all persons deriving title under them hereby covenant declare and agree and undertake with the Council as follows:-

(a) The new garden (hereinafter called "the garden") permitted by the planning permission which is shown for the purposes of approximate location and size only on the plan marked 2 attached hereto and thereon edged in red and which is to be developed as a garden shall be implemented and constructed by the Applicants not later than a period of one year from the date of occupation of the Council's floorspace

(b) The garden shall be available for use not only to residents of the accommodation permitted by the planning permission but also to all residents of that area of land shown edged in red on plan 3 attached hereto (hereinafter called the second occupiers) and the Applicants shall make no distinctions between the use of the garden by the second occupiers and any other authorised users thereof

(c) Access to the garden shall be by means of a key which shall be provided to any of the second occupiers upon request and after payment of a charge to the Applicants and for the purposes of these provisions the word "key" shall be deemed to include

electronic access devices

- (d) The charge demanded of the second occupiers for a key as mentioned in the sub-clause immediately preceding shall not include any element of the cost of initial planning developing constructing or setting out the garden or any access thereto but shall comprise only a reasonable apportionment of the periodic cost of maintenance and management of the garden or reasonable estimate thereof
- (e) The Applicants shall annually use their reasonable endeavours to notify the second occupants of their rights to use the garden and the likely order of charge for a key thereto
- (f) The Applicants shall provide to the Council such reasonable information as the Council may reasonably require to satisfy the Council that the Developers have observed and performed their obligations under this clause and that such of the second occupiers as may wish to use the garden and obey the rules laid down for its use are not prevented or obstructed in any way from doing so

8. PROVIDED however and it is hereby agreed and declared that in the event that there shall be any dispute as to the meaning or effect of any of the provisions herein contained or if the parties hereto shall fail to agree on any of the matters upon which their agreement is required by the provisions hereof then and in any such event any such dispute or failure to agree shall be referred for determination by an independent expert (acting as expert and not as an arbitrator) to be appointed jointly by the parties hereto or in default of such agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the joint application of both parties hereto (or if there

shall not be a joint application upon the application of any party hereto)
the decision of such expert being final and binding upon the parties
hereto and whose costs shall be borne as he shall direct or in default of
any direction as to costs to be borne by the parties hereto in equal
shares

9.(a) S.33 of the Local Government (Miscellaneous Provisions) Act 1982
shall apply to all the covenants given by the Applicants to the
Council and mentioned in Clauses 2, 3, 5, 6 and 7 of this
Agreement

(b) All undertakings given or made by the Applicant to the Council
and mentioned in this Agreement are given or made in pursuance
of S.16 of the Greater London Council (General Powers) Act 1974

IN WITNESS whereof the parties have caused their Common Seals to be
hereunto affixed the day and year first before written

THE FIRST SCHEDULE hereto

ALL THAT land and buildings situated in the London Borough of Camden and
shown for the purpose of identification only edged red on the plan marked
1 attached annexed hereto

THE SECOND SCHEDULE hereto

The development and refurbishment of land and buildings at western end of
Lithos Road so as to provide the refurbishment and extension of the main
building as B1 Business Use, (39,000 sq ft) with transformer retained; the
redevelopment of the rest of the site to provide light industrial
buildings along the south-eastern embankment comprising 31,500 sq ft of B1
use and 31,500 sq ft of light industrial use, ~~as~~ a residential development
of 107 units, basement car space, amenity building and a new garden and
retention of existing footpath together with access to Lithos Road, as
shown on drawing numbers 101A(R5). 102A, 103, 104, 105A, 106A, 107, 108,

111, 112, 113, 114, 115A, SK104A, SK105A. Registered Number 8803756 R5

THE COMMON SEAL OF COLEBROOKE)
DEVELOPMENTS LIMITED was here-))
unto affixed in the presence)
of:-)

Director

Secretary

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was here-)
unto affixed by order:)

Chief Executive

Stevens
SITE LAYOUT
SCALE 1:500

RESIDENTIAL

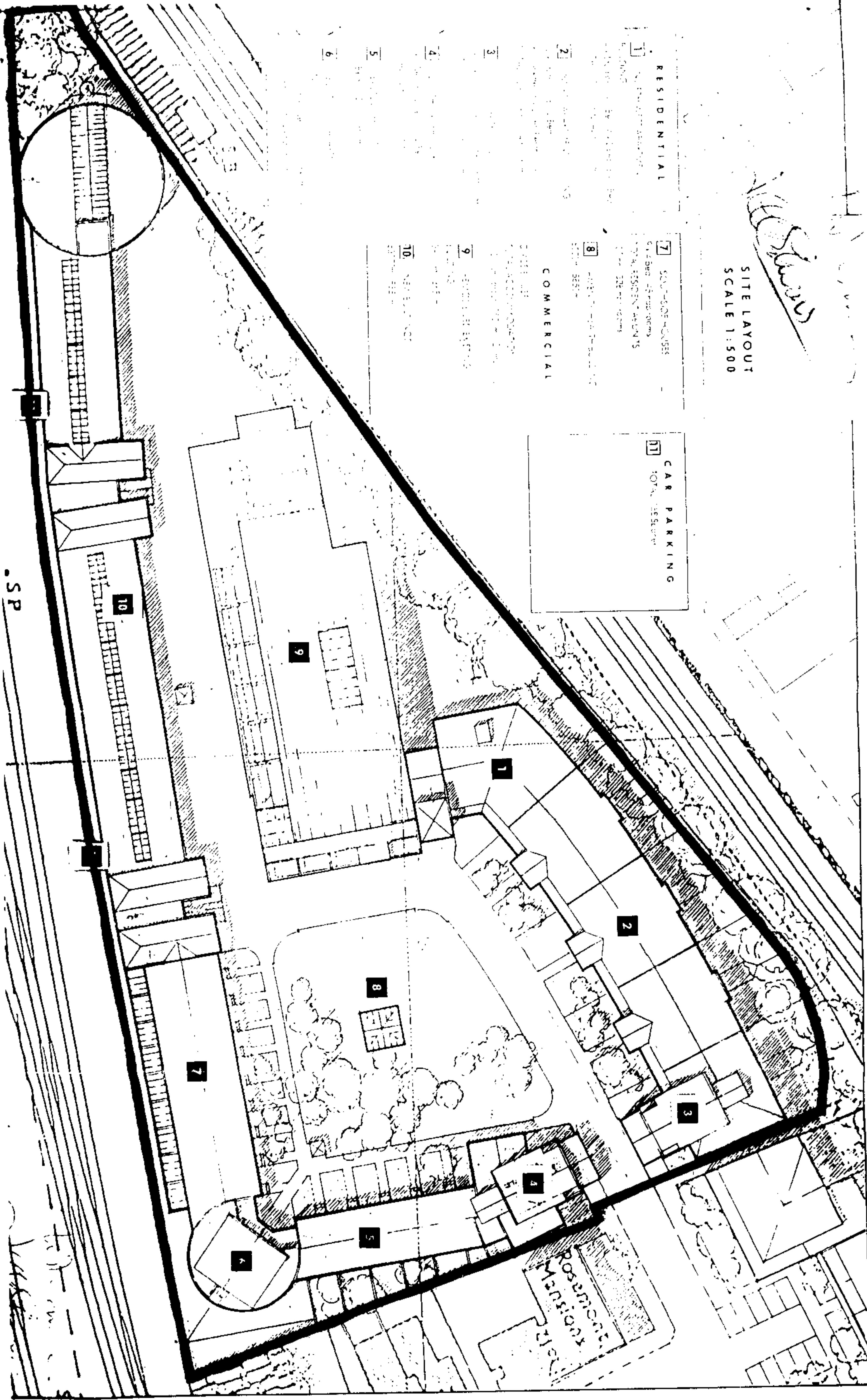
1. 100' x 120' LOT

7. 50' x 100' HOUSES
614 Bed - 48 Bathrooms
1070 sq. RESIDENTIAL UNITS
100' x 120' LOT

COMMERCIAL

8. 100' x 120' LOT
100' x 120' LOT

11. CAR PARKING
TOTAL RESIDENTIAL



J. S. Lewis
 SITE LAYOUT
 SCALE 1:500

RESIDENTIAL

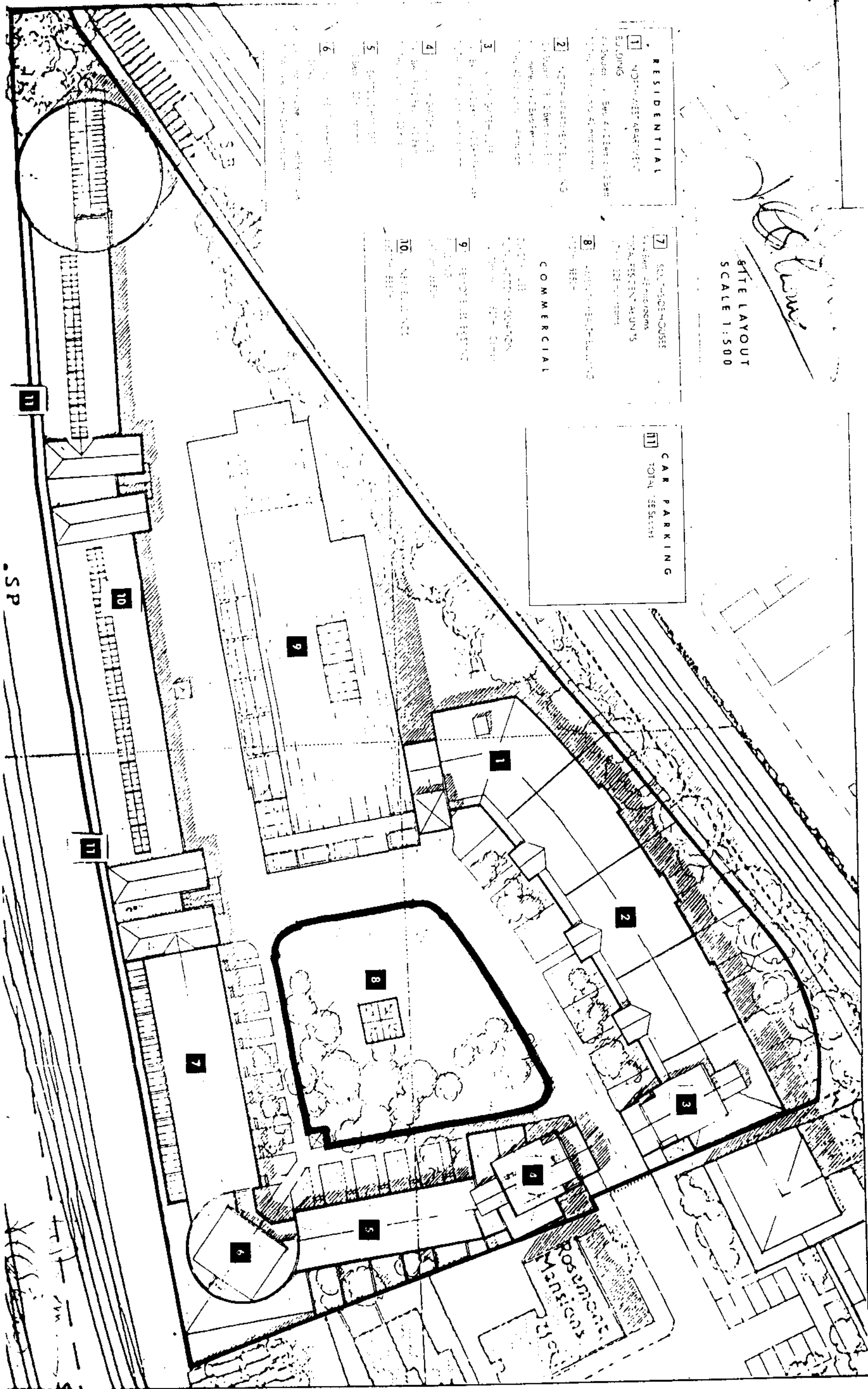
1. 100' x 120' APARTMENT
 2. 100' x 120' APARTMENT
 3. 100' x 120' APARTMENT
 4. 100' x 120' APARTMENT
 5. 100' x 120' APARTMENT
 6. 100' x 120' APARTMENT

COMMERCIAL

7. 100' x 120' APARTMENT
 8. 100' x 120' APARTMENT
 9. 100' x 120' APARTMENT
 10. 100' x 120' APARTMENT

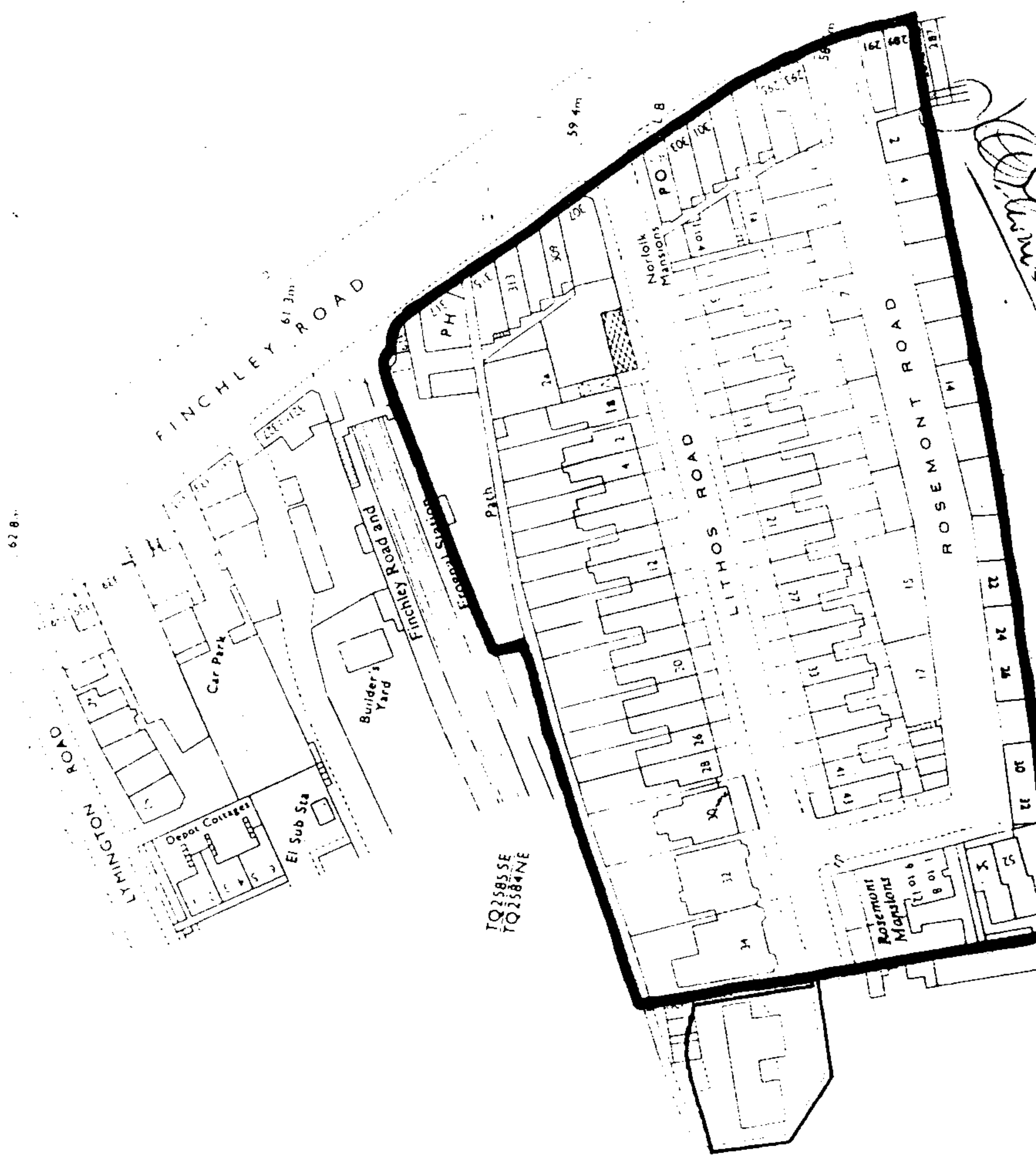
CAR PARKING

TOTAL 35 SPACES



FLAN 0

TQ 2685 SW
TQ 2684 NW



W.D. M. →
J. S. M.

Dated 28th April 1989

A G R E E M E N T

BETWEEN

COLEBROOKE DEVELOPMENTS LIMITED

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

relating to Land at Lithos Road
London NW3

U2/LEGAL/ICL2173