

DATED 30 March 2015

(1) REGENT RENEWAL LIMITED

and

(2) INVESTEC BANK PLC

and

**(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as

**102 Camley Street, London N1C 4PF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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CLS/COM/LMM/1685.2871

FINAL 190315

THIS AGREEMENT is made the 30 day of March 2015

BETWEEN:

- i. **REGENT RENEWAL LIMITED** (incorporated in Isle of Man) of Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW and whose address for service in the UK is the Shaw Corporation, 42 Langham Street, London W1W 7AT (hereinafter called "the Owner") of the first part
- ii. **INVESTEC BANK PLC** (Co. Regn. No. 489604) whose registered office is at 2 Gresham Street, London EC2V 7QP (hereinafter called "the Mortgagee") of the second part
- ii. **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

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL364312 and is interested in the Property for the purposes of Section 106 of the Act subject to a charge to the Mortgagee.
- 1.2 A Planning Application for the development of the Property was submitted to the Council and validated on 4th July 2014 and the Council resolved to grant permission conditionally under reference number 2014/4381/P subject to conclusion of this legal Agreement.
- 1.3 The Council is registered at the Land Registry as the freehold proprietor of the Property with Title absolute of the Property under Title Number NGL 747861 but by a transfer dated 25th March 2015 transferred its freehold interest in the Property to the Owner
- 1.4 The Council is the local planning authority and for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of

the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement and is interested in the Property for the purposes of Section 106 of the Act

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this Agreement to be in the public benefit for the purposes of Section 278 of the Highways Act 1980.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL364312 and dated 2 April 2014 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low-cost housing including Affordable Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "Affordable Housing Units" | the twenty one (21) Affordable Rented Housing Units and the sixteen (16) Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing as shown on Plan 2 |

2.4 "Affordable Rented Housing"

Affordable Housing Units to be occupied on the following basis:-

- (a) are let by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development;
- (b) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Regulator document entitled: *Affordable Homes Programme 2011-2015 Framework*, and successor documents;
- (c) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (d) provides housing where the annual housing costs for each affordable rented home (including rent and service charge) shall:-
 - (i) be substantially below local market rent;
 - (ii) not exceed the Inner North London Local Housing Allowance rates for homes with the same number of bedrooms;
 - (iii) not exceed rents for market homes of similar quality with the same number of bedrooms available in any material

part of the London Borough of Camden;

(iv) have regard to such caps on overall benefits that the Government may introduce;

(v) be no more than sixty five percent (65%) of the market rent (inclusive of service charges);

(vi) be no more than the Target Rents (exclusive of service charges) for the 3-bedroom and 4-bedroom housing units

2.5 "Affordable Rented Housing Units

the twenty one (21) units of Affordable Rented Housing forming part of the Development comprising six (6) x 1-bedroom units, five (5) x 2-bedroom units, eight (8) x 3-bedroom units, two (2) x 4-bedroom units as the same are shown shaded purple on Plan 2

2.6 "the Agreement"

this planning obligation made pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980

2.7 "Basement Construction Plan"

a plan to be submitted by the Owner and approved by the Council setting out detailed information relating to the construction of basement forming part of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the

Property and the neighbouring properties to include the following:-

- (i) incorporation of the recommendations contained within Basement Impact Assessment by Arup dated June 2014;
- (ii) inclusion of a detailed monitoring regime throughout the Construction Phase;
- (iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;
- (iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;
- (v) an update of the risk assessment submitted with the Planning Application based the detailed design drawings referred to in (iv) above;
- (vi) phasing plan demonstrating that the lower ground floor and basement forming part of the Development are capable of being completed within six months of the start of bulk excavations from the Property;

(vii) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any delay in completion of the basement forming part of the Development.

- 2.8 "the Canal Bridge" a pedestrian bridge to be constructed in the vicinity of the site
- 2.9 "the Canal Bridge Contribution" the sum of two hundred thousand pounds (£200,000) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the provision of a pedestrian bridge link over the canal and / or other initiative to improve pedestrian and cycle links in the vicinity of the Development
- 2.10 "Car Parking Management Plan" a plan setting out a package of measures to be adopted by the Owner for the on-going management, monitoring, cleaning, maintenance and enforcement of all car parking areas within the site of the on-site parking of the Development to ensure the following:-
- (a) parking at the Property is strictly limited to the disabled car parking spaces that are provided as part of the Development;
 - (b) the location of the electric vehicle charging points are clearly marked on the car park layout plans;
 - (c) the 2 (two) disabled car parking bays located on the Property (as shown on Plan

5 of the Agreement) are reserved for disabled visitors or residents of the Wheelchair Accessible Units only at a nil cost to the occupants of the Wheelchair Accessible Units;

- (d) parking on the access routes between the public highway and the car parking area within the Property is prohibited;
- (e) there is no parking permitted on the landscaped areas of the Development;
- (f) to ensure the continued retention of car-free housing in the Development

2.11 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been practically completed

2.12 "Community Access Plan"

a plan to be prepared by the Owner setting out detailed measures to be undertaken by the Owner to ensure that the Owner and its representatives and agents ensure the delivery, management and maintenance of the Public Realm within the Development and to:-

- (a) ensure the provision and ongoing responsibility for the maintenance and management and ongoing public access to the Public Realm and to include the construction of a pedestrian / cycle ramp linking access between Camley Street and the Regent Canal Towpath (with all costs to be borne by the Owner;

- (b) to ensure the ongoing management of waste and maintenance control cleaning and upkeep of the Public Realm;
- (c) to ensure the landscaping of the Development and/or the Public Realm shall not adversely affect the ecology of this section of the Regents Canal;
- (d) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.13 “the Construction Apprentice
Default Contribution”

the sum of seven thousand and five hundred pounds (£7,500) per construction apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision

2.14 “the Construction Apprentice
Support Contribution”

the sum of one thousand five hundred pounds (£1,500) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice

2.15 “Construction Management Plan”

a plan setting out the measures that the Owner will adopt in the construction of the Development using good site practices in accordance with the Council’s Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to

the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) proposals to ensure there are no adverse effects on the Regents Canal Conservation Area features if relevant;
- (v) proposals to ensure there are no adverse effects on the ecology of the canal;
- (vi) measures to ensure the control of dust and emissions and the monitoring of air quality;
- (vii) amelioration and monitoring effects on the health and amenity of local residences including of the canal houseboats if relevant site construction workers, local businesses and adjoining developments undergoing construction;
- (viii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules

and amendments to normal traffic arrangements
(if any);

- (ix) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (x) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;
- (xi) measures such as automatic particulate monitors to be placed in appropriate locations (to measure representative PM10 levels) and to allow for real time dust monitoring during the Construction Phase, and
- (xii) if feasible, the inclusion of strategies for the transport of spoil and materials by water based freight and to undertake air quality and noise monitoring during the Construction Phase in line with the Mayor of London's Blue Ribbon Network policy

2.16 "the Community Facilities
Contribution"

means the sum of two hundred eighty nine thousand and one hundred pounds (£289,100) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied towards offsetting the additional pressure of the Development on community and/or leisure facilities in the vicinity of the Development

2.17 "the Construction Implementation Date"

means the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement the following shall be deemed not to be material operations: archaeological works, site or soil investigations, ground investigations site survey works, works of decontamination and the erection of hoardings and for the avoidance of doubt shall exclude Demolition and references to "Implementation of Construction" and "Implement Construction" shall be construed accordingly

2.18 "the Construction Phase"

the whole period between

- (i) the Construction Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.19 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.20 "the Cycle Docking Facility Contribution"

the sum of £93,500 (ninety three thousand and five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the establishment of the cycle hire docking facility in the vicinity of the Development

- 2.21 "Decentralised Energy Network" a piped heat network between buildings served by a shared energy centre
- 2.22 "Decentralised Energy Network Connection Assessment" means a report to be prepared by the Owner's consultants following detailed consultation with the Council's Decentralised Energy Officer to assess the parameters of constructing operating and maintaining a connection to the Decentralised Energy Network with the Development and the extent to which such connection is reasonably feasible and practical AND the extent to which the construction, operation and maintenance of such a connection is considered viable to include an assessment of whether it would be available at market competitive pricing
- 2.23 "Deferred Affordable Housing Contribution" the maximum sum of £10,397,275 (ten million three hundred and ninety seven thousand and two hundred and seventy five pounds) to be paid if applicable by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council towards the provision of Affordable Housing within the London Borough of Camden
- 2.24 "Deficit" a negative figure or figure of zero produced from the Viability Assessment by taking the residual site value of the Development and subtracting the deficit sum of two million six hundred and twenty thousand seven hundred and fifty five pounds (£2,620,755) and the Benchmark Land Value (BLV) of four million and eight hundred

thousand pounds (£4,800,000) confirmed in the BPS report dated August 2014

2.25 "Demolition" means operations in connection with the demolition of the Existing Buildings (including soft stripping of the building) and "Demolish" shall be construed accordingly

2.26 "Demolition Implementation Date" means the date of commencement of the Demolition by the carrying out of a material operation in undertaking the demolition of the Existing Buildings as defined in Section 56(4)(aa) of the Act and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly

2.27 "Demolition Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Demolition of the Existing Buildings can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property;

(ii) incorporation of the provisions set out in the First Schedule annexed hereto;

- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto;
- (iv) proposals to ensure there are no adverse effects on of the Regents Canal Conservation Area and towpath so far as is relevant;
- (v) proposals to seek to ensure there are no adverse effects on the ecology of the canal;
- (vi) measures to ensure the control of dust and emissions and the monitoring of air quality;
- (vii) amelioration and monitoring effects on the health and amenity of local residences including of the canal houseboats, site construction workers, local businesses and adjoining developments undergoing construction;
- (viii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (ix) the inclusion of a waste management strategy for handling and disposing of construction waste;
- (x) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time; and

- (xi) if feasible, the inclusion of strategies for the transport of spoil and materials by water based freight and to undertake air quality and noise monitoring during the Construction Phase in line with the Mayor of London's Blue Ribbon Network policy

2.28 "the Development"

demolition of existing warehouse building (Class B8) and redevelopment for a mixed use building ranging from 8-12 storeys comprising 1,620sqm employment floorspace (Class B1), 154 residential flats, the provision of a public ramp access to the Regents Canal towpath, and associated landscaping and other works relating to the public realm. as shown on drawing numbers (prefix A-P-) 000, 010, 011, 012, 013, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 200, 201, 202, 203, 204, 300, 301, 302, 500, 501, 502, 503, 504, Area Schedule 4.2-Schd-01 rev L, Unit Schedule 4.2-Schd-02 rev F; Landscape drawings (prefix 157-) L01 rev B, L03 rev A, L04, L05, L07. Supporting docs: Covering letter by DP9 dated 30 June 2014, Planning Statement by DP9 dated July 2014, Gateway Sites - Employment Spaces Overview by Shaw Corporation dated June 2014, Design and Access Statement by Glenn Howells dated July 2014, Design and Access Statement Addendum on Lifetime Homes, Townscape Heritage and Visual Impact Assessment by KM Heritage dated June 2014, Verified Views by AVR London dated June 2014, Transport Assessment by TTP dated June 2014, Travel Plan by TTP dated June 2014, Ecological Assessment by Aspect dated June 2014, Ecological Assessment Addendum by Aspect

dated September 2014, Sustainability Statement by McBains Cooper dated June 2014, Energy Strategy by McBains Cooper revised August 2014, Arboricultural summary report by Aspect Arboriculture dated June 2014, Wind Microclimate Assessment by RWDI dated June 2014, Daylight and Sunlight Report by GVA dated June 2014, Noise and Vibration Report by Sandy Brown dated February 2014, Air Quality Assessment by Arup dated June 2014, Geotechnical Desk Study by Arup dated June 2014, Construction Methodology by Arup dated June 2014, Basement Impact Assessment by Arup dated June 2014, Statement of Community Involvement by Your Shout dated June 2014, Affordable Housing Viability Appraisal by Shaw Corporation dated June 2014 (Confidential).

2.29 "the Education Contribution"

the sum of two hundred eighty nine thousand and two hundred and forty five pounds (£289,245) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the provision of education needs arising in the London Borough of Camden

2.30 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.13 of this Agreement through (but not be limited to) the following:-

- (i) ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (ii) provisions for move-on space for start-up businesses and to include flexible lease structures and other initiatives that offer support and networking opportunities to start-up businesses;
- (iii) make provision for twenty percent (20%) of all the employment floorspace in the Development to be available at a discount of fifty percent (50%) of market rent for a period of five (5) years to facilitate new start-up enterprises or such alternative arrangement as agreed between the Owner and the Council;
- (iv) to ensure a twenty percent (20%) local employment target during the Construction Stage;
- (v) to ensure the provision of thirteen construction apprentices;
- (vi) make provision during the Construction Phase for no less than sixteen (16) work placements of not less than two (2) weeks in duration;
- (vii) ensure delivery of a minimum of 1 (one) supplier capacity building workshop/"Meet the Buyer" event to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

- (viii) how Reasonable Endeavours will be used to deliver (if possible) a minimum of 1 (one) end user apprenticeships
- (ix) commit to following the Camden Local Procurement Code

2.31 “the Energy Efficiency and Renewable Energy Plan”

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not limited to) the following:-

- (a) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least forty percent (40%) in carbon emissions from the Part L 2010 Building Regulations baseline in relation to the Property using a combination of complementary low and zero carbon technologies;
- (b) a plan showing the subsequent installation of an on-site Combined Heat and Power (CHP) plant within the development and to include a methodology for monitoring and assessing air quality emanating from the CHP plant;
- (c) a plan showing the Ground Source Heat Pumps within the development;
- (d) a plan showing the area and extent of photovoltaic panels to be installed within the development;

- (e) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (f) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (g) measures to enable future connection to a local energy network at the boundary of the Property;
- (h) include a pre-Construction Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Strategy are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (i) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Strategy have been achieved in the Development and will be maintainable in the Development's future management and occupation;
- (j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

- 2.32 "Energy Strategy" means the energy strategy proposed by McBains Cooper and dated August 2014 submitted in support of the planning application for the Development
- 2.33 the Environmental Contribution" the sum of fifty thousand pounds (£50,000) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the provision of various pedestrian and wider public realm improvements in the vicinity of the Development
- 2.34 "the Existing Buildings" the existing buildings found presently at the Property
- 2.35 "the Highways Contribution" the sum of forty six thousand five hundred pounds (£46,500) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following:-
- (i) repaving and reinstatement of the footways including the vehicular access directly adjacent to the site on Camley Street; and
 - (ii) the construction of a raised table calming feature on the Public Highway on Camley Street directly outside the Development;
- ("the Highways Works") as shown on Plan 6
all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection

with any required statutory undertakers works and excludes any statutory undertakers costs

2.36 "Intermediate Housing"

Affordable Housing which includes Shared Ownership and other intermediate products as agreed in writing by the Council and is:-

- (a) above Target Rent but is substantially below open market levels;
- (b) is affordable to people who at the commencement of their occupancy are eligible for intermediate housing in terms set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews); and
- (c) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Regulator document entitled: *Affordable Homes Programme 2011-2015 Framework* and successor documents

2.37 "Intermediate Housing Scheme"

the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on the following basis:-

- (a) Shared Ownership with an initial equity share offer of at least twenty five percent (25%) and a rent level of up to two percent (2%) (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained for the lifetime of the Development subject to incremental increases linked to the

- Retail Price Index in accordance with Regulator guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)
- 2.38 "Intermediate Housing Units" the sixteen (16) units of Intermediate Housing forming part of the Development comprising seven (7) x 1-bedroom, nine (9) x 2-bedroom units the same as shown shaded amber on Plan 2
- 2.39 "King's Cross Construction Centre" the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
- 2.40 "Local Procurement Code" the code annexed to the Third Schedule hereto
- 2.41 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.42 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.43 "the Parties" mean the Council the Mortgagee and the Owner
- 2.44 "the Planning Application" a planning application in respect of the development of the Property submitted to the

Council and validated on 4th July 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/4381/P subject to conclusion of this Agreement

2.45 "Planning Obligations
Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.46 "Plan 1"

the plan marked "Plan 1" annexed hereto showing the Property

2.47 "Plan 2"

the plan marked "Plan 2" annexed hereto showing the Affordable Housing Units

2.48 "Plan 3"

the plan marked "Plan 3" annexed hereto showing the Public Realm including the ramp to the Regent Canal Towpath

2.49 "Plan 4"

the plan marked "Plan 4" annexed hereto showing the Wheelchair Accessible Units

2.50 "Plan 5"

the plan marked "Plan 5" annexed hereto showing the disabled car parking bays and electric car charging points

2.51 "Plan 6"

the plan marked "Plan 6" annexed hereto showing the Highways Works

- 2.52 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.53 "the Property" the land known as 102 Camley Street London NW1 4PF the same as shown edged red on the plan annexed hereto
- 2.54 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.55 "the Public Open Space Contribution" the sum of £216,611 (two hundred and sixteen thousand and six hundred and eleven pounds to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.56 "Public Realm" the area at the shown shaded green on Plan 3
- 2.57 "Reasonable Endeavours" where there is a reasonable endeavours obligation on the part of any Party in this Agreement that Party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Party cannot fulfil the objective of the obligation in full or in part then on the other

Party's request the Party shall provide an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.58 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator as approved in writing by the Council

2.59 "Regulator" means the Home and Communities Agency and any successor organisation

2.60 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.61 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.62 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (j) details of arrangements for refuse storage and servicing; and

(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.63 "Shared Ownership"

a low-cost home ownership programme managed in accordance with Communities and Local Government and Regulator guidance and requirements under which a Registered Provider develops new properties which are made available as Affordable Housing on the basis of part rent and part sale

2.64 "Surplus"

a positive figure produced from the Viability Assessment by taking the residual site value of the Development and subtracting the sum of two million six hundred and twenty thousand seven hundred and fifty five pounds (£2,620,755) and the Benchmark Land Value (BLV) of four million and eight hundred thousand pounds (£4,800,000) confirmed in the BPS report dated August 2014

2.65 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

(a) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent rating and attaining at least sixty percent (60%) of the credits in each of Energy and Water and forty percent (40%) of the credits in Materials categories;

- (b) achieve at least Level 4 of the Code for Sustainable Homes attaining at least fifty percent (50%) of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;
- (c) include a pre-Construction Implementation Date review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

2.66 "Target Rents"

the rents (excluding service charges) calculated based on a formula set by the Council (or nominated body or Regulator) as amended from time to time

2.67 "the Travel Plan
Monitoring Contribution"

the sum of eight thousand eight hundred and fifty three pounds (£8,853) to be paid by the Owner to the Council in accordance with the

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom
DX 242T +44 20 7242 1212
F +44 20 7246 7777**BY HAND**Patricia Tavernier
London Borough of Camden
9th Floor
5 Pancras Square
London
N1C 4AG

Our ref: LGL/SJA/032084.00001

26 March 2015

Dear Patricia

Section 106 Agreement - 102 Camley Street

Please find enclosed three counterparts of the Section 106 Agreement in relation to the above-mentioned property, which have been signed in escrow on behalf of Regent Renewal Limited (**Regent**).

I should be grateful if you would please arrange for these to be executed on behalf of Camden, **to be held to Regent's order pending formal completion**.

We have also today transferred of the monies to you which will require to be paid by Regent upon completion of the Planning Agreement.

Please confirm safe receipt. These monies are to be held strictly to Regent's order pending formal completion of the Section 106 Agreement, whereupon I will confirm that the monies may be released to Camden.

I note that the discussed minor amendment to page 3 has not yet been agreed by Camden. I would be grateful if Pritej could please confirm the proposed amendment.

Yours sincerely

Lucy McDonnell
Associate
Dentons UKMEA LLP



terms of this Agreement and to be applied by the Council for the review and approval of the residential and non-residential Travel Plans over a six (6) year period from the date of first Occupation of the Development and such sum to be allocated as follows:-

- (a) the sum of five thousand nine hundred and two pounds (£5,902) to be applied by the Council for the review and approval of the Travel Plan for residential uses over a six year period from the date of first Occupation of the Development;
- (b) the sum of two thousand nine hundred and fifty one pounds (£2,951) to be applied by the Council for the review and approval of the Travel Plan for non-residential uses over a six (6) year period from the date of first (1st) Occupation of the Development.

2.68 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.69 "The Travel Plan"

the two plans in relation to the residential and non-residential uses setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of

environmentally friendly transport incorporating
(but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six (6) months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first (1st) anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third (3rd) and fifth (5th) anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time;
- (g) to undertake a TRICS after-study of occupiers and provide TfL and Camden with the results

within six (6) months following the completion of the Development

2.70 "the Viability Assessment"

an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-

- (a) be presented substantially in the same form as the Owner's viability assessment submitted as part of the validated Planning Application entitled Affordable Housing Viability Appraisal by Shaw Corporation dated October 2014 (as amended) and to be agreed in advance by the Council in writing;
- (b) be based on the same percentage developer's return on market housing value and the same percentage contractor's return on affordable housing cost as the Owner's viability assessment submitted as part of the validated Planning Application or such alternative percentages as agreed by the Council in writing;
- (c) reflect the parameters agreed between the Parties;

with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-

- (d) a copy of the Owner's viability assessment submitted as part of the validated Planning Application entitled Affordable Housing Viability

Appraisal by Shaw Corporation dated June 2014 (as amended);

- (e) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;
- (f) a solicitors certification confirming the sales of the residential units forming part of the Development were arm's length third party bona fide transactions and not:-
 - (i) designed to reduce the revenue received from sales of the residential units forming part of the Development;
 - (ii) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (iii) transactions between the Owner and its employees; or
 - (iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (g) payment of five thousand pounds (£5,000) to cover the Council's costs in verifying the material and information contained within the assessment;
- (h) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development; and

- (i) further information that the Council acting reasonably may require to clarify any outstanding issues pertaining to the Viability Assessment

2.71 Wheelchair Accessible Units the 16 residential units (including the eleven (11) Affordable Housing Units) which have been adapted to be fully accessible for the purposes of meeting the minimum requirements of Part M of the Building Regulations 2010 (as amended) and as shown on Plan 4

3. **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 Owner and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall, save

where otherwise specified become binding upon the Owner upon the Demolition Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Council agrees to repay to the Owner the financial contributions which in the context of this clause only refers to the person who made such payment and not their successors in title any amounts paid under this Agreement which have not been expended in accordance with this Agreement by the fifth anniversary of the Occupation Date following a request in writing to the Council ALWAYS PROVIDED for the avoidance of doubt, sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any commitment or undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.
- 3.9 Where under this Agreement any notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed and the Council will use Reasonable Endeavours to respond within twenty eight days of the submission of any information required under this Agreement.
- 3.10 Wherever in this Agreement reference is made to the phrase "after the Occupation Date the Owners shall not Occupy or permit Occupation of any part of the Development..." or wording to equivalent effect the Council shall take no action at law to enforce the part of the clause which has the effect requiring the Owner to cease to Occupy or permit Occupation of the Development until such time as the following has been undertaken:
- a. the Council shall give notice to the Owner specifying the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner;

- b. the Council shall state what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;
- c. a period of not less than twenty one (21) days shall be stated as the period within which the Owner shall be required to take such steps;
- d. it is expressly acknowledged by the Council that the Council shall at all times act reasonably and proportionately in accordance with its public law duties in taking any enforcement action in respect of a breach of this Agreement and before taking any such action shall take account of any representations made by the Owner or any other Parties and the Council will give due consideration to any action the Owner or other Parties are undertaking itself to rectify any breach arising within the Development;

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

- 4.1.1 Prior to the Construction Implementation Date to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.

4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, or occupied and shall be retained for the lifetime of the Development for no purpose other than (i) for the provision of Affordable Rented Housing and (ii) for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.

4.1.5 Not to Occupy or allow Occupation of the residential element of the Development until such time as

(i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than one hundred and twenty five (125) years;

(ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.

4.1.6 To ensure that the Affordable Housing Units are constructed, Occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Regulator or the Council from time to time.

4.1.7 The Registered Provider shall not dispose of its interest in the leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

4.2 **BASEMENT CONSTRUCTION PLAN**

4.2.1 Prior to the Construction Implementation Date to provide the Council for approval a draft Basement Construction Plan.

4.2.2 Not to Implement Construction nor allow Implementation of Construction of the Development until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Basement Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the Property and the adjoining properties.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Basement Construction Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.3 CANAL BRIDGE CONTRIBUTION

4.3.1 The Owner hereby covenants with the Council on or prior to the Construction Implementation Date to pay to the Council the Canal Bridge Contribution.

4.3.2 The Owner hereby covenants with the Council not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Canal Bridge Contribution.

4.4 CAR-CAPPED DEVELOPMENT

4.4.1 The Owner hereby covenants with the Council to ensure that prior to Occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently.

4.4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.4.1 of this Agreement.

4.5 CAR PARKING MANAGEMENT PLAN

4.5.1 Three (3) months prior to the anticipated Occupation of any part of the Development to submit to the Council for approval the draft Car Parking Management Plan.

4.5.2 Not to Occupy nor permit Occupation of the Development until such time as the Council has approved the relevant and up-to-date Car Parking Management Plan as demonstrated by written notice to that effect.

4.5.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Car Parking Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the approved Car Park Management Plan.

4.6 CONSTRUCTION MANAGEMENT PLAN

4.6.1 Prior to the Construction Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.6.2 Not to Implement Construction nor allow Implementation of Construction of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

4.6.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.6.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan as agreed with the Council from time to time and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.7 COMMUNITY FACILITIES CONTRIBUTION

4.7.1 Prior to the Construction Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.7.2 Not to Implement Construction or to allow Implementation of Construction until such time as the Council has received the Community Facilities Contribution in full as demonstrated by written notice to that effect.

4.8 COMMUNITY ACCESS PLAN

4.8.1 Prior to Occupation to submit to the Council for approval the Community Access Plan.

4.8.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Community Access Plan as demonstrated by written notice to that effect.

4.8.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Community Access Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Community Access Plan.

4.9 CYCLE DOCKING FACILITY CONTRIBUTION

4.9.1 Prior to the Construction Implementation Date to pay to the Council the Cycle Docking Facility Contribution in full.

4.9.2 Not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Cycle Docking Facility Contribution in full.

4.10 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

4.10.1 The Parties agree that notwithstanding the remaining clauses in 4.10 of this Agreement, the Owner may at any time following the Construction Implementation Date to pay the Council the Deferred Affordable Housing Contribution in full.

4.10.2 To submit the Viability Assessment to the Council for approval in writing either:-

- (a) on the date of issue of the Certificate of Practical Completion; or
- (b) at any time after the Construction Implementation Date ALWAYS PROVIDED the Owner has exchanged on the sales for no less than fifty nine (59) residential units available on the open market forming part of the Development and provides sufficient information to the Council to evidence the same.

4.10.3 Not to complete on the sale of more than fifty nine (59) residential units available on the open market until such time as the Viability Assessment has been submitted to the Council for approval in writing.

4.10.4 Upon the issue of the approval of the Viability Assessment the Council will provide to the Owner the following:-

- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Viability Assessment; and
- (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4.10 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.

- 4.10.5 If the Assessment Certified Sum exceeds the payment made under clause 2.70(g) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.10.6 In the event the approved Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.10.7 In the event the Viability Assessment shows a Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.
- 4.10.8 In the event the Viability Assessment shows a Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.
- 4.10.9 The Owner shall within twenty eight (28) days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.10.10 The Owner hereby covenants with the Council not to Occupy or permit Occupation of any more than seventy seven (77) of the one hundred and seventeen (117) residential units available on the open market until the Viability Certified Sum has been paid to the Council.

4.11 DEMOLITION MANAGEMENT PLAN

- 4.11.1 On or prior to the Demolition Implementation Date to provide the Council for approval a draft Demolition Management Plan.
- 4.11.2 Not to Demolish nor allow Demolition of the Development until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect.
- 4.11.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition of the Existing Buildings can be carried out safely and

with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.11.4 To ensure that throughout Demolition the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Demolition Management Plan and not to permit the carrying out of any works comprised in demolition of the Existing Buildings at any time when the requirements of the Demolition Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.12 EDUCATION CONTRIBUTION

4.12.1 The Owner hereby covenants with the Council on or prior to the Construction Implementation Date to pay to the Council the Education Contribution.

4.12.2 The Owner hereby covenants with the Council not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Education Contribution.

4.13 EMPLOYMENT AND TRAINING PLAN

4.13.1 Prior to the Construction Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.13.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.13.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.13.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan

4.14 ENVIRONMENTAL CONTRIBUTION

4.14.1 Prior to the Construction Implementation Date to pay to the Council the Environmental Contribution in full.

4.14.2 Not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Environmental Contribution in full.

4.15 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

4.15.1 Prior to the Construction Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.15.2 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.15.3 Prior to the Construction Implementation Date to consult with the Council's Decentralised Energy Officer to establish the extent to which an existing or planned Decentralised Energy Network is available in the vicinity of the Property and to detail the parameters for connecting the Development to such a network.

4.15.4 If at the date of Implementation of Construction a Decentralised Energy Network is planned to be in place within a period of up to 7 years from the date of issue of the Certificate of Practical Completion then a Decentralised Energy Network Connection Assessment is to be undertaken.

4.15.5 In the event that the Decentralised Energy Network Connection Assessment concludes that a connection is possible prior to Occupation, the Owner will use Reasonable Endeavours to agree commercial terms to enter into a contract with the proposed operator of the Decentralised Energy Network and agree measures with

the Council to enable connection to the Development at the boundary of the Property prior to Occupation.

4.15.6 In the event that the Decentralised Energy Network Connection Assessment concludes that a connection is possible within seven (7) years of practical completion of the Development:

- (a) the Owner will offer details of an alternative 'interim' heating strategy for the Development for approval by the Council (and in such circumstance the measures outlined at 4.15.7 (a) and (b) below will not apply) AND
- (b) the Owner will use all Reasonable Endeavours to agree commercial terms to enter into a contract with the proposed operator of the Decentralised Energy Network AND
- (c) agree measures with the Council to enable connection to the Development at the boundary of the Property within a reasonable timescale (to be agreed with the Council) from the date that the Decentralised Energy Network is ready to supply heat.

4.15.7 In the event that a Decentralised Energy Network is not planned, or it is not possible for the Owner to enter a contract on commercial terms within the reasonable timeframe (agreed in writing with the Council), then the Owner shall proceed with the measures set out below:

- (a) the incorporation of the measures set out in the submission document entitled Energy Strategy and dated September 2014 by Slender Winter Partnership
- (b) the submission of information and measures to demonstrate that the combined heat and power plant will comply with the London Plan BAND A emission limits for impact on air quality

4.15.8 At all times to consider measures to enable future connection to a local energy network at the boundary of the Property should one become available at some time in the future.

4.15.9 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.15.10 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.16 HIGHWAYS CONTRIBUTION

4.16.1 Prior to the Construction Implementation Date to pay to the Council the Highways Contribution in full.

4.16.2 Prior to the Construction Implementation Date to submit to the Council the Level Plans for approval.

4.16.3 Not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Highways Contribution in full.

4.16.4 Not to Implement Construction nor permit Implementation of Construction until such time as the Council has approved the Level Plans.

4.16.5 The Council undertakes to carry out the Highways Works expeditiously and ensure that the Owner, their employees, occupiers, and agents may gain access to the site at all times, with or without vehicles, except temporarily in the event of an emergency.

4.16.6 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.16.7 If at any time during the construction of the Highways Works the Council considers that the cost of necessary works will exceed the amount of the Highways Contribution the Council will inform the Owner and the Parties will agree the scope of the works and the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") to reasonably be expended by the Council in carrying out the

Highways Works, and if requested by the Owner supply within fourteen (14) days evidence of this proposed expenditure.

4.16.8 If the Certified Sum exceeds the Highway Contribution then the Parties shall seek to agree the amount of the excess reasonably required by the Council within fourteen (14) days of the issuing of the said certificate

4.16.9 Once agreed, the Owner will pay to the Council the amount of the excess within fourteen (14) days.

4.17 LOCAL EMPLOYMENT

4.17.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use Reasonable Endeavours to ensure that no less than 20% (twenty per cent) of the workforce is comprised of residents of the London Borough of Camden.

4.17.2 In order to facilitate compliance with the requirements of sub-clause 4.17.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- b) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six (6)-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six (6)-monthly labour return for monitoring the employment and self-employment profile of all workers referred

by the Kings Cross Construction Centre and employed during the Construction Phase.

4.17.3 The Owner shall use Reasonable Endeavors to ensure that during the Construction Phase no less than 13 (thirteen) construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than fifty two (52) weeks; and
- (iii) paid at a rate not less than the London Living Wage.

4.17.4 The Owner shall use Reasonable Endeavors to ensure that during the Construction Phase of the Development no less than sixteen (16) work placements and/or work experience opportunities are provided at the Development.

4.17.5 Notwithstanding the provisions in clauses 4.17.3 and 4.17.4 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six (6)-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.17.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.17.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- (i) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- (ii) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the each individual apprentice placement) has been paid in full.

4.17.7 Following the Occupation Date of the Development the Owner shall use Reasonable Endeavors to ensure that at all times it will (unless otherwise agreed with the Council at the request of the Owner) have in its employ no less than one end use apprentice always ensuring the apprentice shall be:-

- (a) recruited in liaison with the Council's Economic Development Team;
- (b) be resident in the London Borough of Camden;
- (c) be paid an amount at least equivalent to the London Living Wage;
- (d) be employed on a fulltime basis for at least fifty two (52) weeks;
- (e) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (f) be supervised by a member of staff within the completed Development

4.18 LOCAL PROCUREMENT

- 4.18.1 Prior to Implementation of Construction to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.18.2 Prior to Implementation of Construction to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- 4.18.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.18.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.19 PUBLIC OPEN SPACE CONTRIBUTION

- 4.19.1 The Owner hereby covenants with the Council on or prior to the Construction Implementation Date to pay to the Council the Public Open Space Contribution.

4.19.2 The Owner hereby covenants with the Council not to Implement Construction or to permit Implementation of Construction until such time as the Council has received the Public Open Space Contribution.

4.20 SUSTAINABILITY PLAN

4.20.1 Prior to the Construction Implementation Date to submit to the Council for approval the Sustainability Plan.

4.20.2 Not to Implement Construction nor permit Implementation of Construction until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

4.20.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.20.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.21 SERVICE MANAGEMENT PLAN

4.21.1 Prior to Implementation of Construction to submit to the Council for approval the Service Management Plan.

4.21.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.21.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development

otherwise than in strict accordance with the requirements of the Service Management Plan.

4.22 TRAVEL PLAN

4.22.1 Prior to the Construction Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution

4.22.2 Not to Implement Construction or permit Implementation of Construction of any part of the Development until such time as:

- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (b) the Council has received the Travel Plan Monitoring Contribution in full.

4.22.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the Construction Implementation Date specifying that Construction Implementation Date has taken or is about to take place.

5.2 Within seven (7) days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 5.1 hereof quoting the Planning Permission reference 2014/4381/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner

shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it 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 Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of one thousand pounds (£1,000) in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2014/4381/P.
- 5.7 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2014/4381/P. Electronic Transfer should be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480

5.8 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 all parties other than the Council 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 Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three (3) months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of four percent (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. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2014/4381/P and in the case of

any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees 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 and the Council hereby releases the Owner and any representatives from any undertaking for costs.
- 6.4 The Owner hereby covenants with the Council that it will within twenty eight (28) days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.
- 6.9 Subject to the provisions of paragraph (i) – (iv) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee or receiver (collectively “the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such receiver or Chargee in possession PROVIDED that the following conditions have been satisfied:
- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
 - (ii) In the event of receipt of a Default Notice the Council for a period of twelve (12) weeks from receipt of the Default Notice (“the Specified Period”) seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units PROVIDED THAT in identifying another Registered Provider the Council shall have given due recognition to the interests of the Chargee to recover any outstanding monies due to the Chargee under the charge or mortgage.
 - (iii) (Pursuant to sub-clause 6.9(ii) hereof) In the event of the Council identifying another Registered Provider within the Specified Period the Council shall propose a time period to the Chargee to secure the transfer and the Council and the Chargee shall use their respective Reasonable Endeavours to secure such transfer within the proposed time period or as soon as practicable.
 - (iv) If the Council having failed to identify another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units pursuant to clause 6.9 hereof) within the Specified Period then should the Chargee or any such receiver

or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

- 6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2014/4381/P for the Default Notice to be properly served:-
- (a) The Chief Executive;
 - (b) The Director of Culture and Environment;
 - (c) The Assistant Director Regeneration and Planning;
 - (d) The Planning Obligations Monitoring Officer; and
 - (e) The Head of Legal Services.
- 6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-
- i. exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto);or
 - ii. has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),
- shall be released from the obligations of Clause 4.1.
- 6.12 The relevant Registered Provider shall apply the monies received by the Registered Provider in respect of the sale of such Affordable Housing for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in

the event the Registered Provide can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

- 6.13 The Council agrees to notify the Owner whether the Canal Bridge Contribution will be used to construct the bridge at the earliest opportunity and at the very latest within five (5) years from the Construction Implementation Date.

7 MORTGAGEE EXEMPTION

- 7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. RIGHTS OF THIRD PARTIES

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

9 DUTY TO ACT REASONABLY

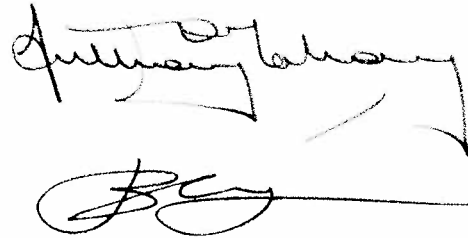
- 9.1 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Owner of any obligation to which the Council considers has been breached and stating what steps the Council considers to be required in order to bring about compliance with such obligation or obligations and allowing a reasonable period of time to rectify such breaches before taking enforcement action.

- 9.2 It is expressly acknowledged by the Owner that notwithstanding the terms of clause 9.1, it shall Occupy the Development in accordance with the terms of the obligations in this Agreement.

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

THE COMMON SEAL OF /)
EXECUTED AS A DEED BY)
REGENT RENEWAL LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....ANTHONY D. O'SLAHONY.....
Director



.....JOSEPH P. BROMLEY.....
Director/Secretary

SIGNED)
~~EXECUTED~~ as a Deed)
By INVESTEC BANK PLC)
by under a Power of Attorney dated)
in the presence of:- 4 June 2013)



ABUECH J. MARTIN

.....K. CLEMENTS.....

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

.....R. Alexander.....
Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practice Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practice Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate

filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.

- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
- 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

v) Any other relevant information with regard to traffic and transport.

w) The Construction

Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted November 2010). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

1.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their s106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
 5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owner to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner , occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

THE FOURTH SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

The National Planning Policy Framework states that... *“All developments which generate significant amounts of movement should be required to provide a Travel Plan.”*

For further advice on developing a Travel Plan see the Transport for London’s travel plan guidance website:

<http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans>

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/ www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing 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 Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

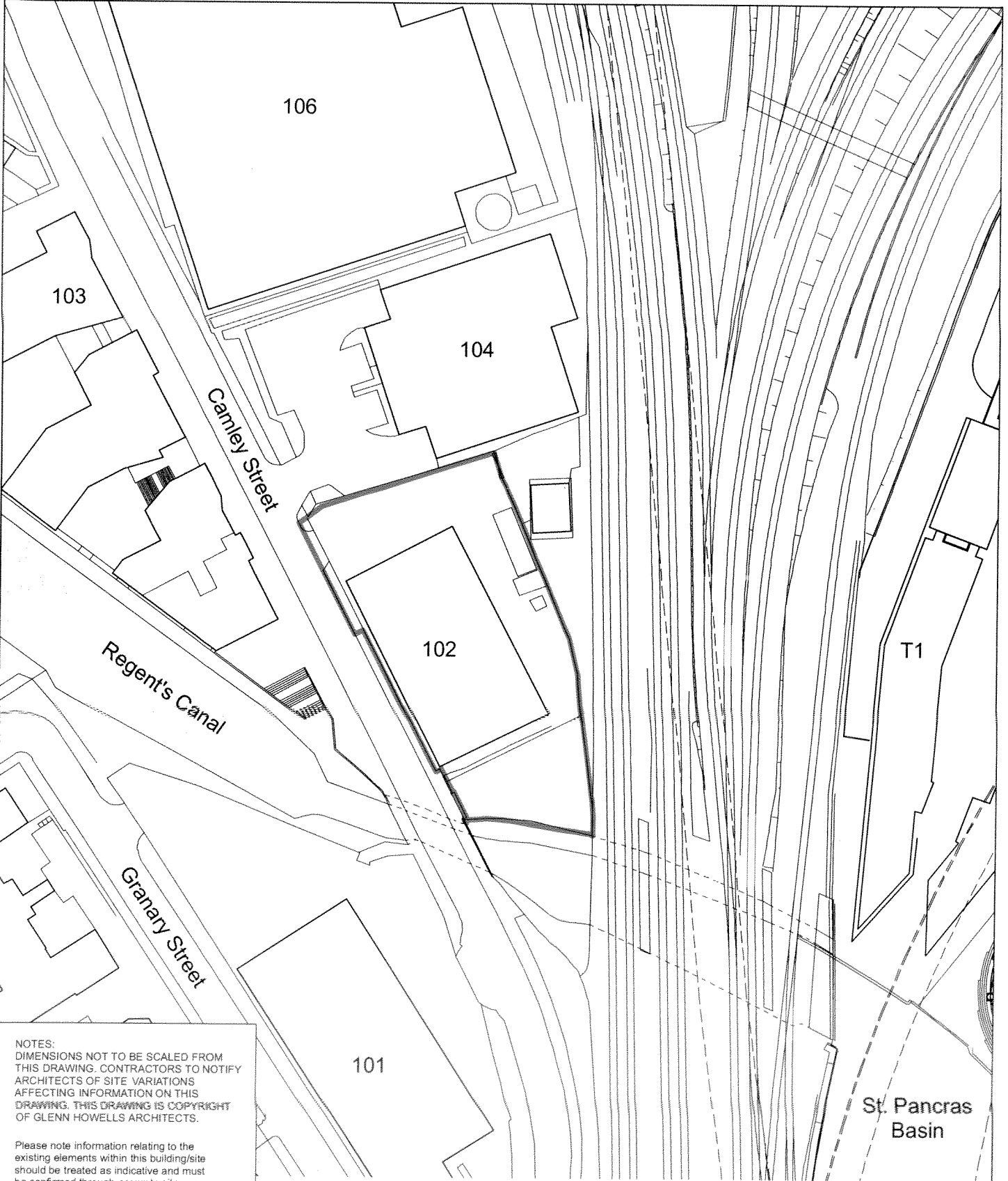
This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

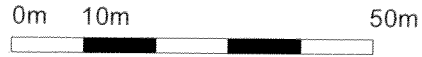
The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.



NOTES:
 DIMENSIONS NOT TO BE SCALED FROM
 THIS DRAWING. CONTRACTORS TO NOTIFY
 ARCHITECTS OF SITE VARIATIONS
 AFFECTING INFORMATION ON THIS
 DRAWING. THIS DRAWING IS COPYRIGHT
 OF GLENN HOWELLS ARCHITECTS.

Please note information relating to the
 existing elements within this building/site
 should be treated as indicative and must
 be confirmed through accurate site
 measurement before being relied upon.

GLENN HOWELLS ARCHITECTS
 29 Maltings Place, 169 Tower Bridge Road,
 London, SE1 3JB
 Tel. 0207 407 9915 F. 02074079914
 mail@glennhowells.co.uk



Date 14.11.14
 1985-GHA-A-SK-157

— Planning Application Boundary
 (not representative of ownership
 boundary)

Handwritten signatures and initials: M, B, R. Alexander




PLAN 1
 Site Location


Scale 1:1000 @ A4

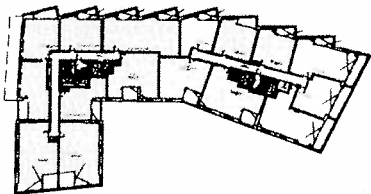


AFFORDABLE HOUSING

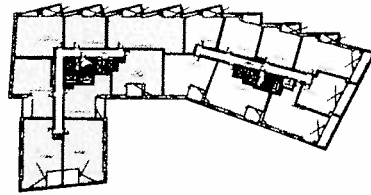
Key to Affordable Housing Units

 Affordable Rent

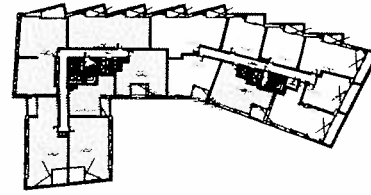
 Intermediate (Shared ownership)



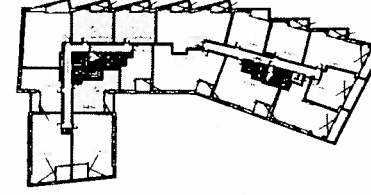
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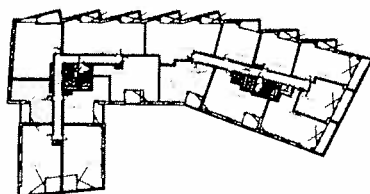
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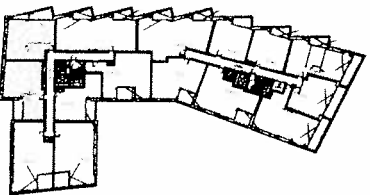
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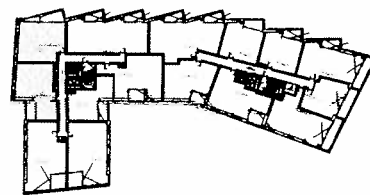
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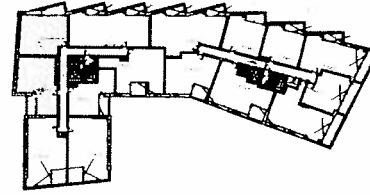
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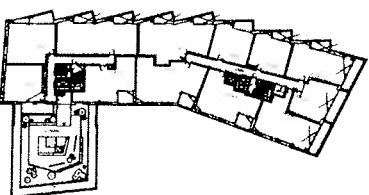
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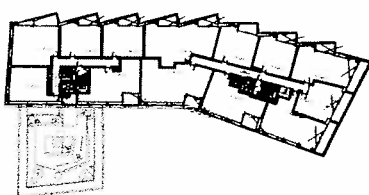
Level 07



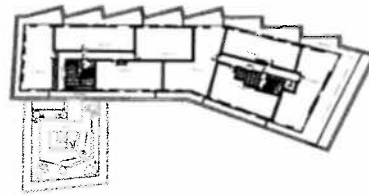
Level 08



Level 09



Level 10



Level 11

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Jam

R. Alexander

PLAN 2

Scale 1:1000 @ A3

Date 14.11.14

1985-GHA-A-SK-158



PUBLIC REALM



N PLAN 3

PUBLIC REALM

Scale 1:500 @ A3

Date 14.11.14

1985-GHA-A-SK-159

Sm B

J. Fox

R. Alexander

GLENN HOWELLS ARCHITECTS

29 Matings Place, 169 Tower Bridge Road,

London, SE1 3JB

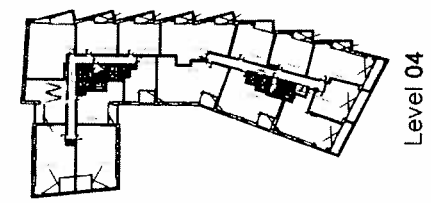
Tel: 0207 407 9915 F: 0207 407 9814

mail@glennhowells.co.uk

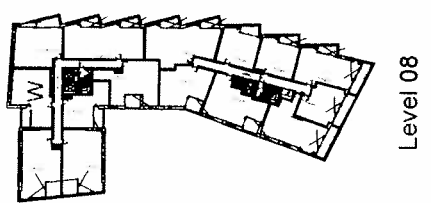


WHEELCHAIR ACCESSIBLE UNITS

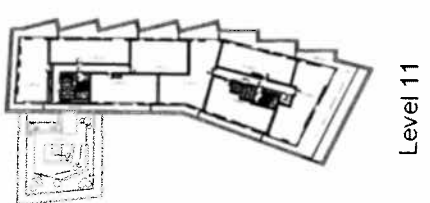
W Wheelchair Accessible Units
(Part M Compliant)



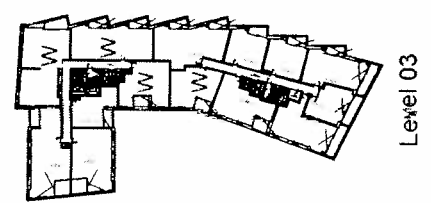
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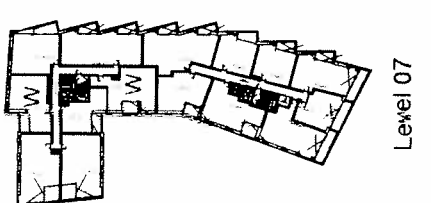
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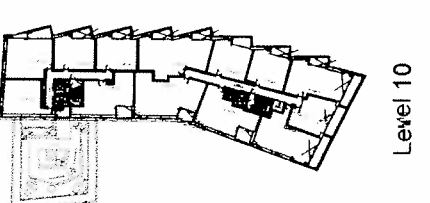
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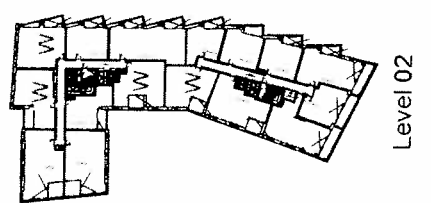
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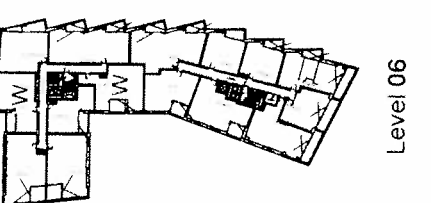
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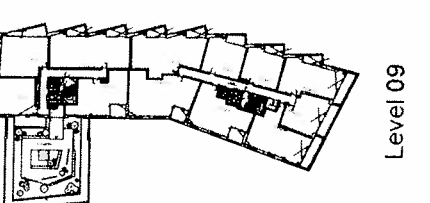
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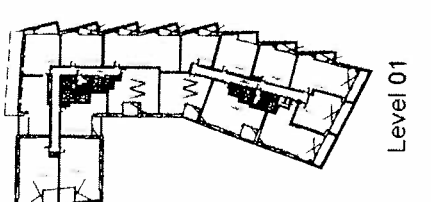
Level 02



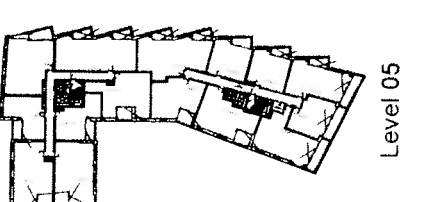
Level 06



Level 09



Level 01



Level 05

PLAN 4

WCH UNITS

Scale 1:1000 @ A3

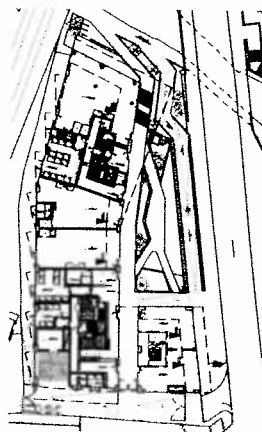
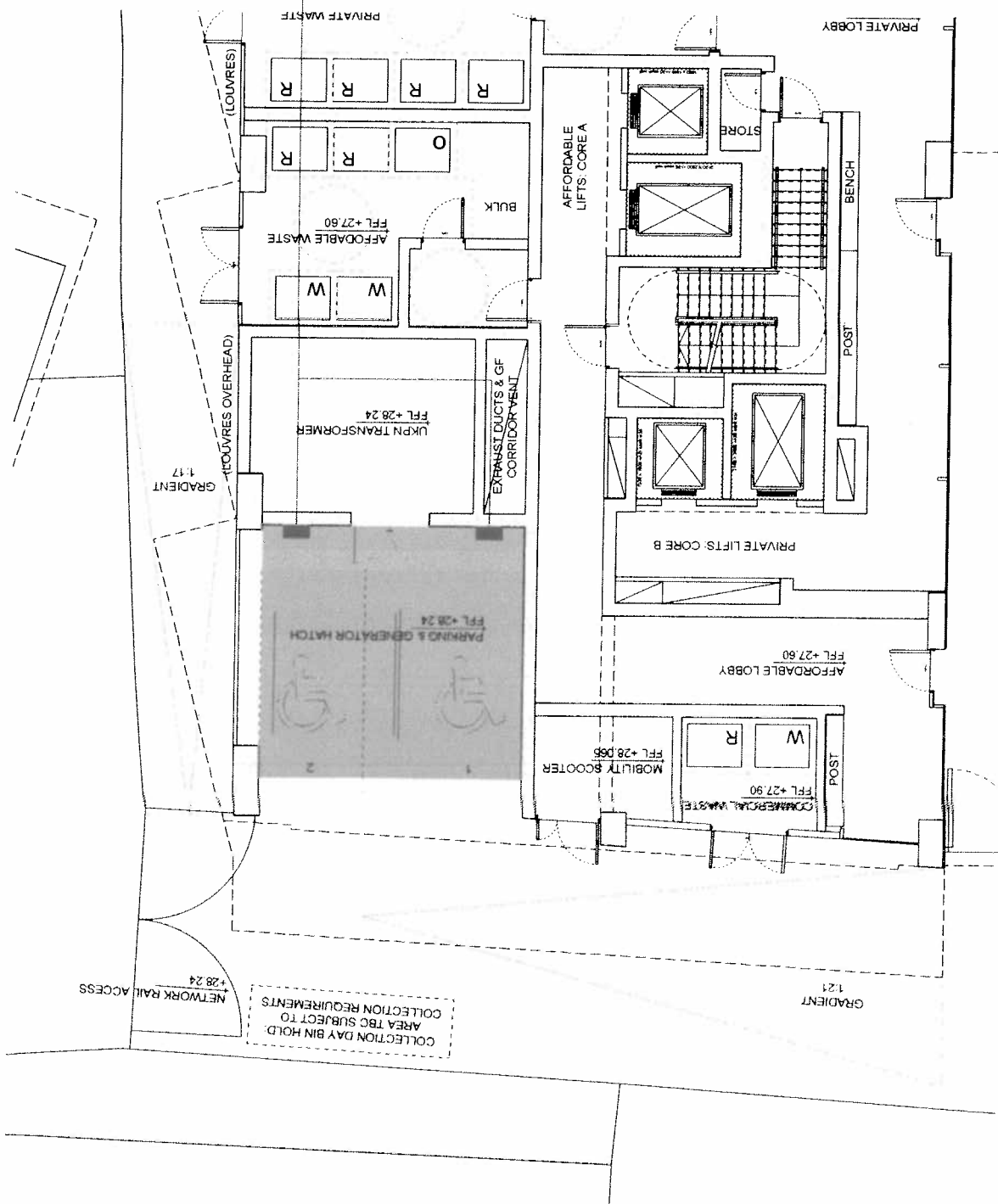
Date 14.11.14


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sm
J
R Alexander
Han



DISABLED CAR PARKING BAYS AND ELECTRIC CAR CHARGING POINTS



N  PLAN 5

Scale 1:100 @ A3

Date 14.11.14

1985-GHA-A-SK-161

Handwritten signatures and initials:
 JH
 dm
 R Alexander

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HIGHWAY WORKS

PLAN 6

HIGHWAY WORKS

Scale 1:500 @ A3

Date of revision: 02.12.14

1985-GHA-A-SK-162-Rev B

REPAVING AND REINSTATEMENT OF FOOTWAY WITH NEW CONCRETE PAVING SLABS TO MATCH ADJACENT PAVING

PROVISION OF RAISED TABLE CROSSINGS TO BE BLACKTOP ASPHALT TO MATCH EXISTING ROAD SURFACE

EXISTING VEHICLE ACCESS RECONFIGURED AND IMPROVED

103

GLENN HOWELLS ARCHITECTS

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mail@glennhowells.co.uk

R. Alexander
Sm







**Regeneration and Planning
Development Management**
London Borough of Camden
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LONDON
SW1Y 5NQ

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Application Ref: **2014/4381/P**

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
**102 Camley Street
London
NW1 0PF**

PROPOSAL

DECISION
Demolition of existing warehouse building (Class B8) and redevelopment for a mixed use building ranging from 8-12 storeys comprising 1,620sqm employment floorspace (Class B1), 154 residential flats, the provision of a public ramp access to the Regents Canal towpath, and associated landscaping and other works relating to the public realm.

Drawing Nos: Supporting docs: Covering letter by DP9 dated 30 June 2014, Planning Statement by DP9 dated July 2014, Gateway Sites - Employment Spaces Overview by Shaw Corporation dated June 2014, Design and Access Statement by Glenn Howells dated July 2014, Design and Access Statement Addendum on Lifetime Homes, Townscape Heritage and Visual Impact Assessment by KM Heritage dated June 2014, Verified Views by AVR London dated June 2014, Transport Assessment by TTP dated June 2014, Travel Plan by TTP dated June 2014, Ecological Assessment by Aspect dated June 2014, Ecological Assessment Addendum by Aspect dated September 2014, Sustainability Statement by McBains Cooper dated June 2014, Energy Strategy by McBains Cooper revised August 2014, Arboricultural summary report by Aspect Arboriculture dated June 2014, Wind Microclimate Assessment by RWDI dated June 2014, Daylight and Sunlight Report by GVA dated June 2014, Noise and Vibration Report by Sandy Brown dated February 2014, Air Quality Assessment by Arup dated June 2014, Geotechnical Desk Study by Arup dated June 2014, Construction Methodology by Arup dated June 2014, Basement Impact Assessment by Arup dated June 2014, Statement of Community Involvement by Your Shout dated June 2014, Affordable Housing Viability

Appraisal by Shaw Corporation dated June 2014 (Confidential).

(prefix A-P-) 000, 010, 011, 012, 013, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 200, 201, 202, 203, 204, 300, 301, 302, 500, 501, 502, 503, 504, Area Schedule 4.2-Schd-01 rev L, Unit Schedule 4.2-Schd-02 rev F; Landscape drawings (prefix 157-) L01 rev B, L03 rev A, L04, L05, L07.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:- (prefix A-P-) 000, 010, 011, 012, 013, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 200, 201, 202, 203, 204, 300, 301, 302, 500, 501, 502, 503, 504, Area Schedule 4.2-Schd-01 rev L, Unit Schedule 4.2-Schd-02 rev F; Landscape drawings (prefix 157-) L01 rev B, L03 rev A, L04, L05, L07.

Supporting docs: Covering letter by DP9 dated 30 June 2014, Planning Statement by DP9 dated July 2014, Gateway Sites - Employment Spaces Overview by Shaw Corporation dated June 2014, Design and Access Statement by Glenn Howells dated July 2014, Design and Access Statement Addendum on Lifetime Homes, Townscape Heritage and Visual Impact Assessment by KM Heritage dated June 2014, Verified Views by AVR London dated June 2014, Transport Assessment by TTP dated June 2014, Travel Plan by TTP dated June 2014, Ecological Assessment by Aspect dated June 2014, Ecological Assessment Addendum by Aspect dated September 2014, Sustainability Statement by McBains Cooper dated June 2014, Energy Strategy by McBains Cooper revised August 2014, Arboricultural summary report by Aspect Arboriculture dated June 2014, Wind Microclimate Assessment by RWDI dated June 2014, Daylight and Sunlight Report by GVA dated June 2014, Noise and Vibration Report by Sandy Brown dated February 2014, Air Quality Assessment by Arup dated June 2014, Geotechnical Desk Study by Arup dated June 2014, Construction Methodology by Arup dated June 2014, Basement Impact Assessment by Arup dated June 2014, Statement of Community Involvement by Your Shout dated June 2014, Affordable Housing Viability Appraisal by Shaw Corporation dated June 2014 (Confidential).

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 The details of the following shall be submitted to and approved in writing by the local planning authority (in consultation with the Canal and River Trust and Network Rail where relevant) before any work is commenced on the relevant part of the development:
- a) Facing materials of all buildings;
 - b) Details including sections at 1:10 of all windows, timber or other panels, ventilation grills, external doors and gates
 - c) Details including materials of all balconies[, winter gardens] and roof terraces
 - d) Details of all external lighting within the public realm of the site and fixed to buildings
 - e) Details of CCTV, lighting of entrance areas and control of access points
 - f) Detailed design of the access ramp to the canal towpath and associated signage

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to safeguard the special architectural and historic interest of the building in accordance with the requirements of policies CS14, CS15 and CS17 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP29 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel of the facing materials, including a brickwork panel demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework

Development Policies.

- 6 No works on the relevant parts of the development shall commence until full details of hard and soft landscaping and means of enclosure of all un-built, open areas, including the communal roof terrace have been submitted to and approved by the local planning authority (in consultation with the Canal and River Trust and Network Rail where relevant). The details shall include provision for children's play space and play equipment. The relevant works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25 and DP31 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The submitted landscaping details shall be accompanied by a commentary of wind/microclimate mitigation measures in the areas recommended by the Wind Microclimate Assessment accompanying the application.

Reason: To ensure the external areas of the development provide a reasonable level of amenity in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 8 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to first occupation of the residential units, or in the case of soft landscaping by not later than the end of the planting season following completion of the development. 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 local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP31 of the London Borough of Camden Local Development Framework Development Policies.

- 9 No part of the development shall be occupied until detailed plans and specifications of the cycle storage facilities for 253 cycle spaces for the residential units and 14 employee spaces plus 2 visitor spaces for the business units, have been submitted to and approved by the local planning authority in writing, and the relevant details have been provided in complete accordance with such approval given. The approved details shall be permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Prior to first occupation of the building, full details in respect of the green and brown roofs in the areas indicated on the approved roof plans, including construction profile, materials, substrate depth, full schedule of plant species, density of planting, plan of maintenance and programme for installation shall be submitted to and approved by the local planning authority. The use shall thenceforth not proceed other than in accordance with such details as have been approved.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 The development hereby approved shall not be commenced, other than for site clearance & preparation, relocation of services, utilities and public infrastructure and demolition, until details of a surface water drainage scheme for the site, prepared with reference to the London Plan policy 5.13 SuDS hierarchy to minimise the rate of surface water run-off from the site aiming by reasonable endeavours to achieve the greenfield run off rate, shall be submitted to and approved by the local planning authority in consultation with Thames Water. The development shall not be implemented other than in complete accordance with the surface water drainage scheme that has been approved.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 12 None of the dwellings hereby permitted shall be occupied until the detailed layout plans (scale 1:20) of the 7 affordable units to be provided as fully wheelchair accessible and their access from communal entrances have been submitted to and approved by the local planning authority in writing. The approved details shall be incorporated in full prior to the first occupation of each relevant unit.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 (Providing quality homes) of the London Borough

of Camden Local Development Framework Core Strategy and policy DP6 (Lifetime homes and wheelchair homes) of the London Borough of Camden Local Development Framework Development Policies.

- 13 The residential units of the development hereby approved shall be built out in full accordance with the relevant lifetime homes standards as set out in the Design and Access Statement and Addendum thereto.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to use of the development;
- a) details shall be submitted to and approved in writing by the local planning authority, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA, as assessed according to BS4142:1997 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity.
- b) A post installation noise assessment shall be carried out to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 15 Before the use commences sound insulation and anti-vibration measures shall be provided for the building in accordance with the recommendations of the approved Noise and Vibration Report. The use shall thereafter not be carried out other than in accordance with the approved scheme.

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 16 Noise levels from fixed plant associated with the development at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 17 Piling or any other foundation designs using penetrative methods shall not be permitted unless a piling method statement detailing the type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water or sewerage infrastructure, and the programme for the works, has been submitted to and approved by the Local Planning Authority in writing in liaison with Thames Water and Network Rail. The piling shall be undertaken in accordance with the approved method statement.

Reason: To safeguard existing public utility infrastructure and controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 18 Prior to any superstructure works commencing on site, details showing the precise locations, specifications and design of up to 4 or more bird nesting boxes/bricks and up to 2 or more bat boxes shall be submitted to and approved in writing by the local planning authority. The boxes/bricks shall be installed in accordance with the approved details prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of policy 7.19 of the London Plan 2011 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 19 At least 28 days before development commences a full ground investigation for the presence of soil and groundwater contamination and landfill gas shall be carried out in accordance with the approved programme of ground investigation as part of the Geotechnical Study submitted by Arup and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.

The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use

of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £569,550 (11,391sqm x £50). This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances.

It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to

Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 You are advised that Approval In Principle is required from the Council for the construction of the building basement adjacent to the public highway. This should be applied for prior to any works commencing. You should contact Camden's Highways Management Team on 020 7974 2410 or email highwayengineering@camden.gov.uk.
- 5 You should be aware that the site adjoins land owned by the Canal and Rivers Trust (CRT). You are advised to refer to the current "Code of Practice for Works affecting the Canal & River Trust" to ensure any necessary consents are obtained (<http://canalrivertrust.org.uk/about-us/for-businesses/undertaking-works-on-our-property>). Surface water discharge to the canal will require prior consent from the Trust (contact nick.pogson@canalrivertrust.org.uk). For works in regard to the bridge, contact the CRT Estate Team (jonathan.young@canalrivertrust.org.uk).
- 6 You are advised of the need to ensure that all necessary consents have been obtained from Thames Water regarding the connection of the development to the public sewer. You should incorporate protection to your property from possible surcharge from the sewerage network during storm events, for example by installing a non-return valve to prevent backflow. Thames Water would recommend that petrol/oil interceptors be fitted in all car parking/washing/repair facilities. Please contact Thames Water Developer Services on 0845 850 2777.
- 7 Thames Water have advised that the design of the development should take account of a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves the public water supply pipes.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate



DATED 30 March 2015

(1) REGENT RENEWAL LIMITED

and

(2) INVESTEC BANK PLC

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as

102 Camley Street, London N1C 4PF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980