

DATED

31 MARCH

2015

(1) PROJECT MET GRAPE STREET LTD

and

(2) DUKDALE LIMITED

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

9-13 Grape Street  
London  
WC2H 8ED

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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London Borough of Camden  
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CLS/PK/1685.2618 (fourth final)



THIS AGREEMENT is made the 31<sup>st</sup> day of March 2015

**BETWEEN:**

1. **PROJECT MET GRAPE STREET LTD** (registered under company number 08475567) whose registered office is at 35 Ballards Lane, London, N3 1XW (hereinafter called "the Owner") of the first part
2. **DUKDALE LIMITED** (incorporated in the British Virgin Islands) of Nerine Chambers, PO Box 905, Road Town, Tortola, British Virgin Islands (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under title numbers NGL600783, 126970 and NGL445749 subject to charges to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Planning Application for the development of the Property was submitted to the Council and validated on 5<sup>th</sup> February 2015 and the Council resolved to grant permission conditionally under reference number 2015/0695/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority 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.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under title numbers NGL600783, 126970 and NGL445749 and dated 9<sup>th</sup> July 2013 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 which may include social rented housing and or Intermediate Housing that meets the needs of people who cannot afford to occupy homes available on the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Workspace" the area (being part of the Development) in the basement and entrance area of the ground floor of the Property to be provided as Class B1 use under the Use Classes Order as shown in red on the plan annexed hereto at the Fifth Schedule and which is to be accessed through the areas on the ground floor shown in red on the plan annexed hereto at the Fifth Schedule and reference to the use or restrictions in relation to

the "Affordable Workspace" shall only relate to the area in the basement of the Property

- 2.4 "the Affordable Workspace Plan" a plan to be prepared by the Owner for submission to the Council for approval by the Council for the provision maintenance and regulation of the Affordable Workspace
- 2.5 "the Affordable Workspace Terms" a lease letting tenancy or similar permission to occupy the Affordable Workspace granted by the Owner to an Eligible Person under terms to include:
- (i) having a minimum term of twelve (12) months and allowing the Eligible Person to terminate such lease letting tenancy or similar permission to occupy following the expiration of the first six (6) months of the term and after each six month period thereafter without penalty or restriction; and
  - (ii) at a rent (agreed in writing by the Council and such agreement not to be unreasonably withheld or delayed) being an average market rent which might reasonably be expected to be payable by a person company or organisation similar to an Eligible Person for the Affordable Workspace given its use, location, specification and other attributes
- 2.6 "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.7 "Business 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 businesses of the locality in which the Development is situated

- 2.8 "Business 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 a Business Parking Bay
- 2.9 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed
- 2.10 "the Community Working Group" a community working group which has been established to address the concerns of neighbouring residents of the Property throughout the Construction Phase and to include (but not be restricted to) local ward councillors and residents from the vicinity of the Development and further to include (but not limited to):
- (i) contact details of the person appointed by the Owner to liaise (on behalf of the Owner) with neighbouring residents; and
  - (ii) details of how and at what intervals the appointed person will communicate with the neighbouring residents
- 2.11 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking 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 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 and 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 conservation area features
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) 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;

(ix) evidence that the Owner has consulted the Community Working Group on the contents of the plan prior to submission of the plan to the Council;

(x) a statement summarising all representations received by the Owner pursuant to the consultation under sub-clause 2.11(ix) hereof; and

(xi) evidence that the Owner (in preparing the plan) has taken account of any reasonable representations received pursuant to sub-clause 2.11(ix) hereof

2.12 "the Construction Phase"

the whole period between

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

2.13 "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

2.14 "the Development"

erection of roof extension and change of use from office and photographic studios (Class B1),



gymnasium (Class D2) and gallery (Class D1) to Class B1 at basement level and Class B1/A1 at ground floor level with 6 x residential units on part ground and upper floors (Class C3) and associated works as shown on drawing numbers Energy Statement (Revision 03), dated February 2015, prepared by Scotch Partners, Sustainability Statement (Revision 05), dated January 2015, prepared by Scotch Partners, Daylight, Sunlight and Overshadowing Report, dated 29th January 2015, prepared by GIA, Internal Daylight and Sunlight Report, dated 29th January 2015, prepared by GIA, Design and Access Statement, dated January 2015, prepared by Robin Partington and Partners, Townscape, Heritage and Visual impact Assessment, dated January 2015, prepared by Richard Coleman City Designer, Statement of Community Consultation, dated January 2015, prepared by Quatro, Planning Statement, dated January 2015, prepared by DP9 Ltd, Draft Construction Management Plan, dated 30th January 2015, prepared by TMD, Air Quality Review, dated 29th January 2015, prepared by Scotch Partners, Background Noise Survey (1471/BN/R1-), dated 29th January 2015, prepared by Adnitt Acoustics Services Ltd, A\_PL\_009 Rev 002, A\_PL\_010 Rev 002, A\_PL\_099 Rev 002, A\_PL\_100 Rev 002, A\_PL\_101 Rev 002, A\_PL\_102 Rev 002, A\_PL\_103 Rev 002, A\_PL\_104 Rev 002, A\_PL\_105 Rev 002, A\_PL\_200 Rev 002, A\_PL\_201 Rev 002, A\_PL\_202 Rev 002, A\_PL\_203 Rev 002, A\_PL\_204 Rev 002, A\_PL\_205 Rev 002, A\_PL\_206 Rev 002, A\_PL\_207 Rev 002, A\_PL\_300 Rev 002,

A\_PL\_301 Rev 002, A\_PL\_302 Rev 002,  
A\_PL\_303 Rev 002, A\_PL\_304 Rev 002

2.15 "the Education  
Contribution"

the sum of £9,850 (nine thousand eight hundred and fifty 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 in the event of receipt towards education needs arising in the London Borough of Camden

2.16 "Eligible Person"

a SME whose business is associated with or directly related to the music industry to include recording, production, music publishers and record labels or other industries associated with the arts, to be agreed with the Council

2.17 "the Implementation  
Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly but for the purposes of this Agreement shall not include site surveys, archaeological investigations and references to "Implementation" and "Implement" shall be construed accordingly

2.18 "the Highways  
Contribution"

the sum of £9,099 (nine thousand and ninety-nine 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 in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) to repave the footway on Grape Street adjacent to the Property; and
- (ii) if damaged pursuant to carrying out the Development, to repave the carriageway on Grape Street adjacent to the Property
- (iii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

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 undertaker's costs

- 2.19 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.20 "Marketing Plan" a plan setting out the marketing methods to be carried out to target Eligible Persons potentially interested in occupying the Affordable Workspace or part thereof
- 2.21 "the Marketing Programme" the nine month marketing programme as set out at clause 4.2.3 of this Agreement
- 2.22 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.23 "the Parties" the Council the Owner and the Mortgagee

- 2.24 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 5<sup>th</sup> February 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/0695/P subject to conclusion of this Agreement
- 2.25 "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
- 2.26 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Third Schedule annexed hereto
- 2.27 "the Property" the land known as 9-13 Grape Street, London, WC2H 8ED the same as shown shaded grey on the plan at the Fourth Schedule annexed hereto
- 2.28 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.29 "the Public Open Space Contribution" the sum of £21,496 (twenty-one thousand four hundred and ninety-six pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt 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

- 2.30 "Residential Element" the six (6) residential units being part of the Development
- 2.31 "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
- 2.32 "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
- 2.33 "Shell and Core Standard" accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
- 2.34 "SME" a small or medium sized enterprise that employs fewer than 250 employees
- 2.35 "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:-
- (i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving at least an Excellent rating;

(ii) include a pre-Implementation 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

(iii) 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

2.36 "the Use Classes Order"

the Town and Country Planning (Use Classes) Order 1987 (as amended)

**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 as provided herein 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall only become binding upon the Owner upon the 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 Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.3 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 If at any time after the date of this Agreement:-

- (i) any planning permission is granted for the further development of the Property which gives consent for the development of additional residential units or additional floorspace for residential purposes;
- (ii) any additional floorspace is created on the Property for residential purposes; and/or
- (iii) any additional residential units are created within the Property any of which exceeds the Council's minimum requirement for Affordable Housing as set out in the Council's "Camden Development Policies (adopted November 2010)"

the Owner shall enter into a s106 agreement with the Council to secure the following:-

- (a) that an appropriate percentage of the residential units created under clause 4.1.1 are provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution) such percentage to be applied to the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.1.1
- (b) Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.1.1 of this Agreement until such time as the additional residential floorspace has been provided as Affordable Housing (either as on-site contribution, off-site contribution or financial contribution).

## 4.2 AFFORDABLE WORKSPACE

### 4.2.1 General

4.2.1.1 That in respect of every lease granted assigned transferred or otherwise provided in respect of any Affordable Workspace or part thereof the following covenant shall be imposed:

*"The lessee for himself or herself and his or her successors in title being the owner or owners for the time being and the mortgagee in possession of the terms of years hereby granted of the Affordable Workspace hereby covenant with the lessor and separately with the London Borough of Camden to comply with the terms of clauses 4.2.1 and 4.2.3 to 4.2.5 and between (1) Project Met Grape Street Ltd and (2) Dukdale Limited and (3) the London Borough of Camden pursuant to section 106 of the Town and Country Planning Act 1990 and dated 31<sup>st</sup> MARCH 2015 ("the Section 106 Agreement") and this covenant shall also be enforceable by the London Borough of Camden against the lessee and any successor in title under section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 16 of the Greater London Council (General Powers) Act 1974 and the Contracts (Rights of Third Parties) Act 1999, Section 1; and covenant not to sub-let the any Affordable Workspace or any part thereof save as provided under the **Section 106 Agreement**"*

4.2.1.2 Not to sell, lease, sub-let, assign or grant a licence of the Affordable Workspace or any part thereof to any person other than an Eligible Person in strict accordance with



the Marketing Programme and the Marketing Plan subject to any exceptions provided under this Agreement provided that nothing in this Clause 4.2 shall prevent the sale of the Affordable Work Space as part of the sale of the whole Property.

4.2.1.3 Not to Occupy or permit Occupation of the Affordable Workspace or any part thereof other than by an Eligible Person subject to any exceptions provided under this Agreement.

4.2.1.4 The Owner or an owner of an Affordable Workspace desiring to grant a lease or sublet the Affordable Workspace or any part thereof agrees:

Not to lease or rent or otherwise permit the occupation of the Affordable Workspace or any part thereof to any person other than in accordance with the following requirements:

- (i) the tenant is an Eligible Person; and
- (ii) the lease, letting or tenancy shall be offered to an Eligible Person on the Affordable Workspace Terms only

#### 4.2.2 Affordable Workplace Plan

4.2.2.1 Prior to Implementation to submit to the Council for approval the Affordable Workspace Plan.

4.2.2.2 Not to Implement the Development until such time as the Council has approved the Affordable Workspace Plan as demonstrated by written notice from the Council to that effect (not to be unreasonably withheld or delayed).

4.2.2.3 To construct and build out the Affordable Workspace in a good and workmanlike manner using good quality materials to the satisfaction of the Council (as demonstrated by written notification to that effect and not to be unreasonably withheld or delayed) in strict accordance with the Affordable Workspace Plan as approved by the Council and to give notice to the Council on or prior to the date such works have been substantially completed specifying that such works have been or are about to be substantially completed.

4.2.2.4 Prior to Occupation of the Residential Element or any part thereof to construct and complete the Affordable Workspace Plan to Shell and Core Standard and for the avoidance of doubt the Owner shall not Occupy or permit Occupation of the

Residential Element or any part thereof until such time as the Council has confirmed in writing to the Owner that the Council is satisfied that the Affordable Workspace has been constructed and fitted out to Shell and Core Standard and is available for letting to Eligible Persons (such notification not to be unreasonably withheld or delayed).

#### 4.2.3 Marketing Programme

4.2.3.1 Not to market or sell or lease or permit the marketing or sale or lease of the Affordable Workspace or any part thereof other than in strict accordance with the Marketing Programme so that:

- (i) For the first six (6) months of the Marketing Programme to market the Affordable Workspace in accordance with the approved Marketing Plan targeted at Eligible Persons who conduct or have previously conducted their business in the London Borough of Camden;
- (ii) For the seventh eighth and ninth consecutive months of the Marketing Programme to market the Affordable Workspace in respect of which no legally binding contract for sale or lease exists in accordance with the approved Marketing Plan exclusively to Eligible Persons who reside or are employed in Greater London (as defined in the London Plan);

#### 4.2.4 Marketing Plan

4.2.4.1 Prior to Implementation to submit a draft Marketing Plan to the Council for approval setting out the marketing methods to be carried out by the Owner for the duration of the Marketing Programme for the sale or lease of the Affordable Workspace to the Eligible Persons as set out in the Marketing Programme;

4.2.4.2 Not to market or permit the marketing of the Development until such time as the Council has approved in writing the Marketing Plan;

4.2.4.3 Not to market or sell or permit the marketing or sale of the Affordable Workspace otherwise than in strict accordance with the Marketing Plan as approved in writing by the Council;

4.2.4.4 To use reasonable endeavours throughout the duration of the Marketing Programme to carry out the terms of the Marketing Plan in marketing the Affordable Workspace.

#### 4.2.5 Reports to the Council throughout Marketing

4.2.5.1 At no cost to the Council to notify the Council in writing upon the commencement of each of the specified periods of the Marketing Programme such notice to include a comprehensive report to provide (but not be restricted to) the following information:

- (i) the marketing methods employed;
- (ii) outcome of previous specified periods of the Marketing Programme activities and details of Eligible Persons to whom an Affordable Workspace was leased sold or is being leased or sold;
- (iii) analysis of success of the Marketing Plan including details of number of inquiries offers inspections; and
- (iv) any other information which the Council may (acting reasonably) request from time to time.

#### 4.2.6 Release

4.2.6.1 Where the Council has approved in writing the report providing pursuant to Clause 4.2.5.1 (such approval not to be unreasonably withheld or delayed and at the end of the Marketing Period no offer substantially in accordance with the terms set out in the Affordable Workspace Plan has been received the Owner shall not be required to provide the Affordable Workspace as part of the Development.

#### 4.3 **CAR FREE**

4.3.1 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.

4.3.2 To ensure that prior to occupying any commercial unit in any part of the Development each new occupant of a commercial unit forming part 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 Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 above will remain permanently.

4.3.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of all units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligations under Clauses 4.3.1 and 4.3.2 of this Agreement.

#### 4.4 CONSTRUCTION MANAGEMENT PLAN

4.4.1 Prior to the Implementation Date to provide to the Community Working Group for comments a draft Construction Management Plan.

4.4.2 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan (such approval not to be unreasonably withheld or delayed).

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

4.4.4 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.

4.4.5 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 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 Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

#### 4.5 EDUCATION CONTRIBUTION

4.5.1 On or prior to the Implementation Date to pay to the Council the Education Contribution.

4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

#### 4.6 HIGHWAYS

4.6.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.6.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.6.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.6.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.6.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

#### **4.7 PUBLIC OPEN SPACE CONTRIBUTION**

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.
- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

#### **4.8 SUSTAINABILITY PLAN**

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.8.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.8.3 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 (such approval not to be unreasonably withheld or delayed).
- 4.8.4 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.

#### **5. NOTICE TO THE COUNCIL/OTHER MATTERS**

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

- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2015/0695/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 £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 to the Council 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 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 reference 2015/0695/P.
- 5.7 Payment of the financial contribution pursuant to Clause 4 hereof of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates planning reference 2015/0695/P or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

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 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 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 reference number 2015/0695/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.
- 6.4 The Owner hereby covenants with the Council that it will within 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 or 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

**THE FIRST SCHEDULE**  
**Construction Management Plan**  
**Air Quality and Carbon Reduction**

Requirements to control and minimise NO<sub>x</sub>, PM<sub>10</sub>, CO<sub>2</sub> 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 Practise 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 Practise 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 PM<sub>10</sub> and NO<sub>x</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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 CO<sub>2</sub> 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](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 HGVs 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](http://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  
DRAFT PLANNING PERMISSION



**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

Project MET  
c/o Agent

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

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

Application Ref: **2015/0695/P**

30 March 2015

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:  
**9-13 Grape Street  
London  
WC2H 8ED**

Proposal:

**DECISION**  
Erection of roof extension and change of use from office and photographic studios (Class B1), gymnasium (Class D2) and gallery (Class D1) to Class B1 at basement level and Class B1/A1 at ground floor level with 6 x residential units on part ground and upper floors (Class C3) and associated works.

Drawing Nos: Energy Statement (Revision 03), dated February 2015, prepared by Scotch Partners, Sustainability Statement (Revision 05), dated January 2015, prepared by Scotch Partners, Daylight, Sunlight and Overshadowing Report, dated 29th January 2015, prepared by GIA,

Internal Daylight and Sunlight Report, dated 29th January 2015, prepared by GIA, Design and Access Statement, dated January 2015, prepared by Robin Partington and Partners, Townscape, Heritage and Visual impact Assessment, dated January 2015, prepared by Richard Coleman City Designer, Statement of Community Consultation, dated January 2015, prepared by Quatro, Planning Statement, dated January 2015, prepared by DP9 Ltd, Draft Construction Management Plan, dated 30th January 2015, prepared by TMD, Air Quality Review, dated 29th January 2015, prepared by Scotch Partners, Background Noise Survey (1471/BN/R1-), dated 29th January 2015, prepared by Adnitt Acoustics Services Ltd, A\_PL\_009 Rev 002, A\_PL\_010 Rev 002, A\_PL\_099 Rev 002, A\_PL\_100 Rev 002, A\_PL\_101 Rev 002, A\_PL\_102 Rev 002, A\_PL\_103 Rev 002, A\_PL\_104 Rev 002, A\_PL\_105 Rev 002, A\_PL\_200 Rev 002, A\_PL\_201 Rev 002, A\_PL\_202 Rev 002, A\_PL\_203 Rev 002, A\_PL\_204 Rev 002, A\_PL\_205 Rev 002, A\_PL\_206 Rev 002,

A\_PL\_207 Rev 002, A\_PL\_300 Rev 002, A\_PL\_301 Rev 002, A\_PL\_302 Rev 002,  
A\_PL\_303 Rev 002, A\_PL\_304 Rev 002.

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):

- DRAFT**
- 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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

**REGION**

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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans [Energy Statement (Revision 03), dated February 2015, prepared by Scotch Partners, Sustainability Statement (Revision 05), dated January 2015, prepared by Scotch Partners, Daylight, Sunlight and Overshadowing Report, dated 29th January 2015, prepared by GIA, Internal Daylight and Sunlight Report, dated 29th January 2015, prepared by GIA, Design and Access Statement, dated January 2015, prepared by Robin Partington and Partners, Townscape, Heritage and Visual impact Assessment, dated January 2015, prepared by Richard Coleman City Designer, Statement of Community Consultation, dated January 2015, prepared by Quatro, Planning Statement, dated January 2015, prepared by DP9 Ltd, Draft Construction Management Plan, dated 30th January 2015, prepared by TMD, Air Quality Review, dated 29th January 2015, prepared by Scotch Partners, Background Noise Survey (1471/BN/R1-), dated 29th January 2015, prepared by Adnitt Acoustics Services Ltd, A\_PL\_009 Rev 002, A\_PL\_010 Rev 002, A\_PL\_099 Rev 002, A\_PL\_100 Rev 002, A\_PL\_101 Rev 002, A\_PL\_102 Rev 002, A\_PL\_103 Rev 002, A\_PL\_104 Rev 002, A\_PL\_105 Rev 002, A\_PL\_200 Rev 002, A\_PL\_201 Rev 002, A\_PL\_202 Rev 002,

A\_PL\_203 Rev 002, A\_PL\_204 Rev 002, A\_PL\_205 Rev 002, A\_PL\_206 Rev 002, A\_PL\_207 Rev 002, A\_PL\_300 Rev 002, A\_PL\_301 Rev 002, A\_PL\_302 Rev 002, A\_PL\_303 Rev 002, A\_PL\_304 Rev 002. ]

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

- 4 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units.

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.

- 5 Before the development commences, details of secure and covered cycle storage area for 8 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and 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.

- 6 Noise levels 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 [and the area generally] 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.

- 7 The residential units shall not be occupied until all windows and rooflights have been installed with fritted glazing the details of which shall have first been submitted to and approved by the Local Planning Authority in writing. The details shall include
- Manufacturer's specification, detailed design and drawings including sections at minimum scale 1:10
  - A sample of a fritted window and roof light including glazing panels at 1:1 (to be provided on site and retained throughout the duration of the works)
- The glazing shall be permanently retained.

Reason: To safeguard the positive contribution of the premises to the surrounding

conservation area and the amenities of the adjacent occupiers, in accordance with the requirements of policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24, DP25, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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).
- 2 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](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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.
- 3 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 4 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a

further grant of planning permission.

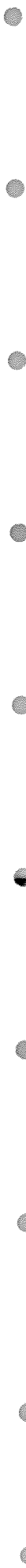
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**



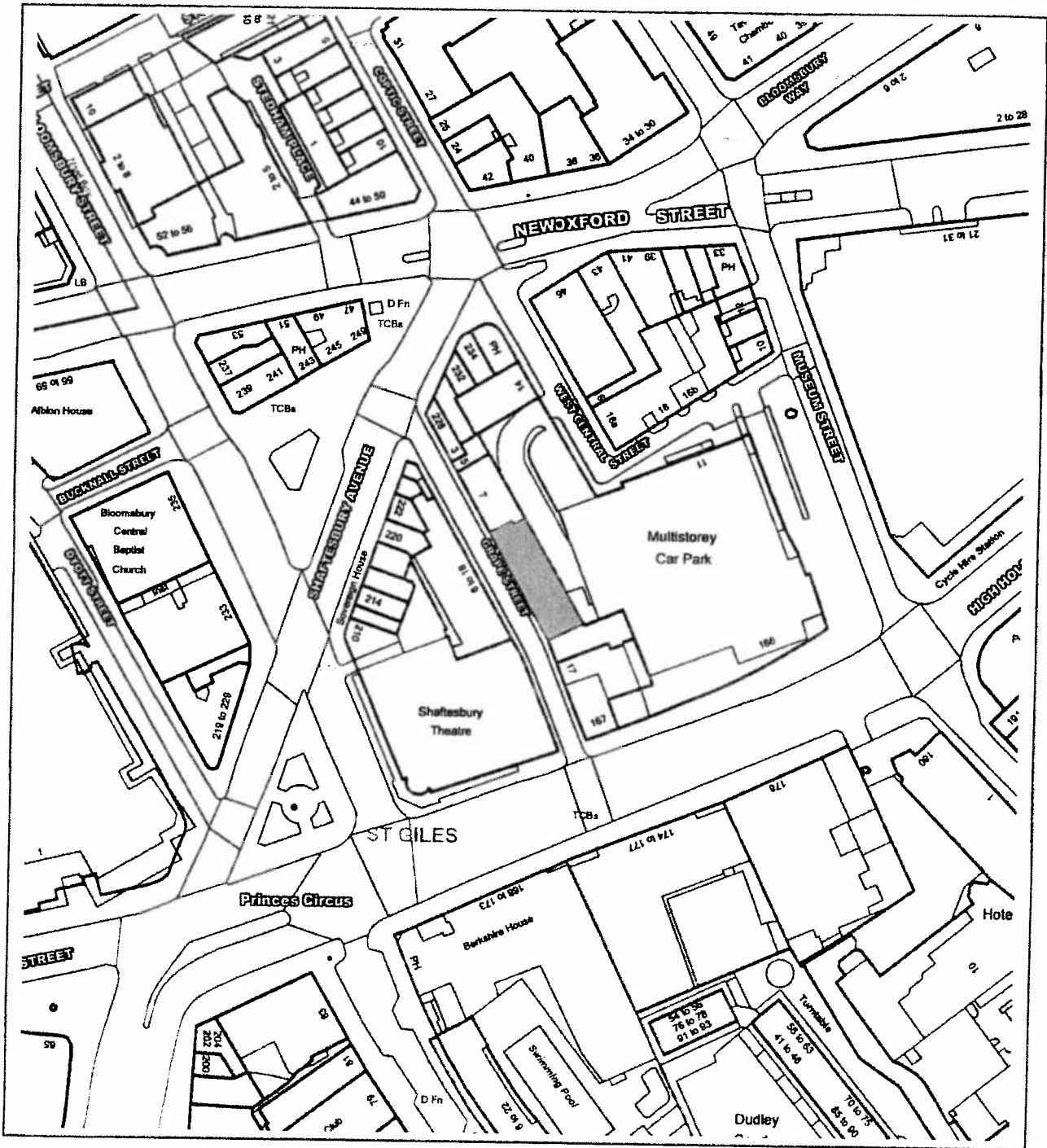


**THE FOURTH SCHEDULE**

**THE PROPERTY**



**plan of the property**  
**9-13 Grape Street, London, WC2H 8ED**



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

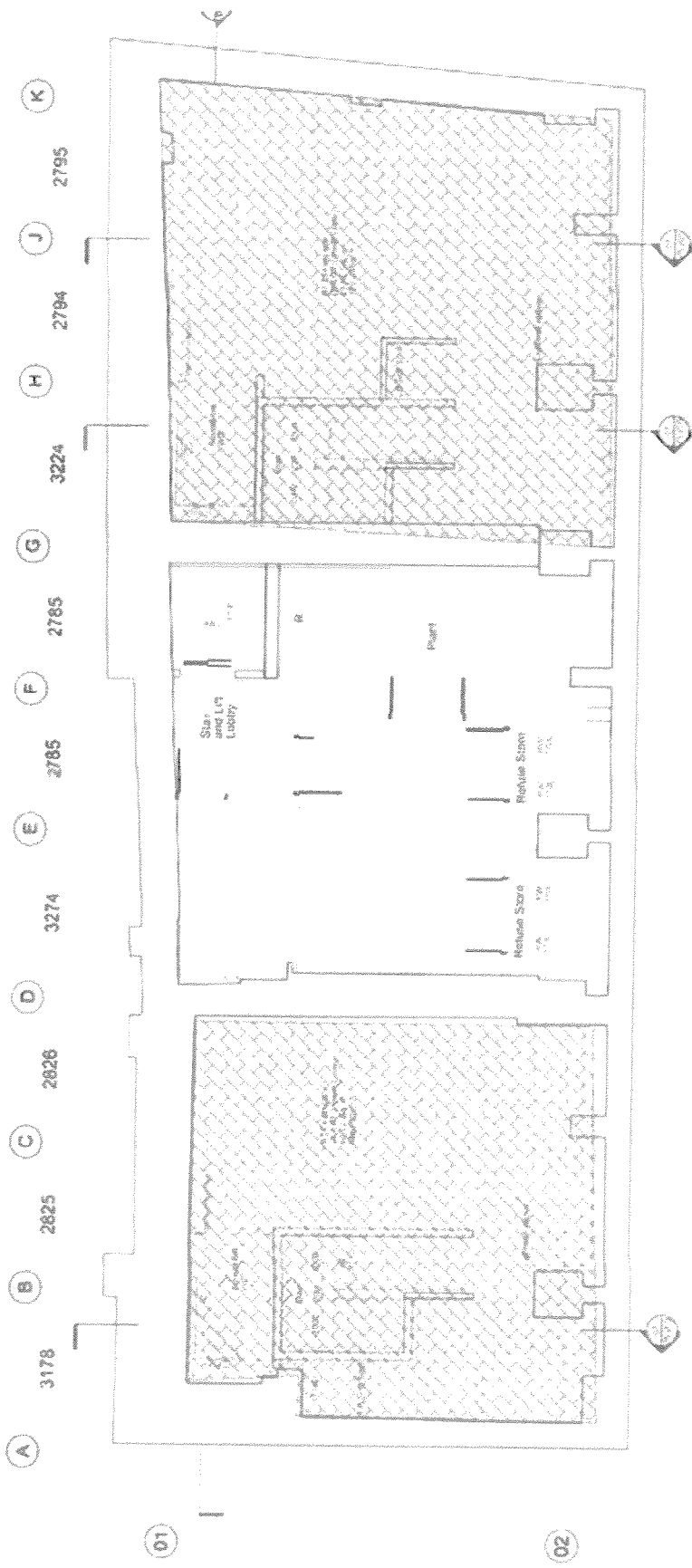
*Handwritten signatures and initials:*  
A stylized signature on the left.  
A signature that appears to read "Faser" on the right.  
Below these are the initials "HA" and "MS".



**THE FIFTH SCHEDULE**  
**AFFORDABLE WORKSPACE**



01 Existing Basement Floor Plan Showing Details



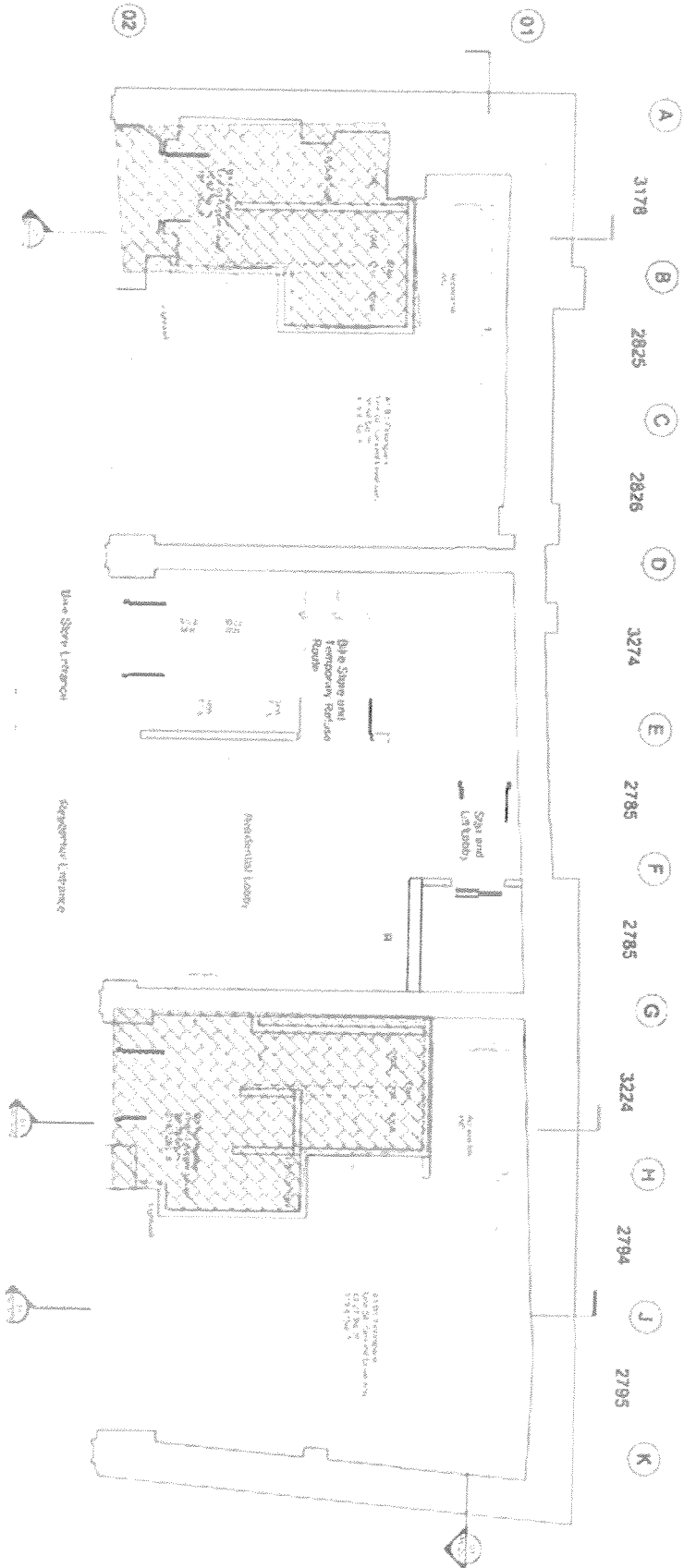
FA

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01 Existing Ground Floor Plan Showing Renovation



*[Handwritten signature]*

*[Handwritten signature]*



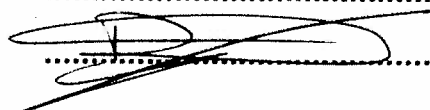
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
PROJECT MET GRAPE STREET LTD )  
acting by a Director and its Secretary )  
or by two Directors )

Director Name: (CAPITALS) )

DANNY KESSLER .....

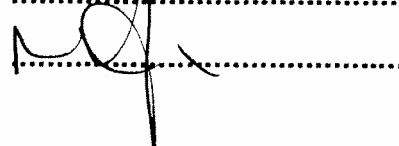
Director Signature: )



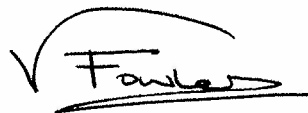
Director/Secretary Name (CAPITALS) )

MICHAEL JACUBS .....

Director/Secretary Signature: )



EXECUTED AS A DEED BY )  
~~BERWIN LEIGHTON PAIGNER CLP~~ )  
acting by Vicky Fowler as attorney )  
for DUKDALE LIMITED under a power )  
of attorney dated 2015 )  
in the presence of: )



Witness Name: (CAPITALS) )

HELEN WOOD .....

Witness Signature: )

H.E. WOOD .....

Address: )

FLAT 3, 55 TANNER STREET  
LONDON SE1 3PN

Occupation: )

SOLICITOR

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

*R. Alexander*

Authorized Signatory



