

DATED

8 January

2016
~~2015~~

(1) MERCHANT LAND INVESTMENTS LIMITED

and

(2) NATIONAL WESTMINSTER 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
61-65 CHARLOTTE STREET LONDON W1T 4PF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
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1781.202

THIS AGREEMENT is made the

8

day of

January 2016
~~2015~~

B E T W E E N:

- i. **MERCHANT LAND INVESTMENTS LIMITED** (Co. Regn. No. 2938185) whose registered office is at 66 Leaman Street London E1 8EU (hereinafter called "the Owner") of the first part
- ii. **NATIONAL WESTMINSTER BANK PLC** of Credit Documentation Department 8th floor 1 Hardman Boulevard Manchester M3 3AQ (hereinafter called "the Mortgagee") of the second part
- iii. **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 freehold proprietor with Title absolute of the Property under Title Numbers 20864, 84059 and NGL227140 subject to a charge 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 A Planning Application for the Development of the Property was submitted to the Council and validated on 24 March 2015 and the Council resolved to grant permission conditionally under reference number 2015/1746/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number 20864, 84059 and NGL227140 dated 16 April 2014 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 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and light-wells (as may be amended) and shown in the first Schedule annexed hereto
- 2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.4 "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 second Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for

monitoring and reviewing as reasonably required from time to time

2.5 "the Construction Phase"

the whole period between

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

2.6 "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

2.7 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment by BWM dated 18th February 2015';submitted with the Planning Application and to include the following key stages:-

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having

relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) and for details of the appointment to be submitted to the Council for written approval in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,

2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-

(a) that the design plans have been undertaken incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(b) that the result of these appropriately conservative figures is appropriate to ensure that that the basement aspects of the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond “Slight” with reference to the Burland Category of Damage; and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this definition (as is at 2.7) and includes a letter of

professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and so far as appropriate and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

- (i) Reasonable Endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);
- (ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;
- (iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(iv) the Basement Design Engineer to be retained throughout the Construction Phase to inspect approve and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Certifying Engineer”) and for the details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance and,

4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with this definition (as is at 2.7) and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.
5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the requirements of this definition (as is at 2.7 of this Agreement).
6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any reasonable costs expended by the instruction of an independent assessment in order to resolve any unresolved issues or

technical deficiencies in the Council's consideration of the submitted plan.

2.8 "the Development"

erection of mansard roof extension at 4th floor level, rear extension at lower ground & ground floor levels, with creation of 6 x flats (2 x one-bedroom/studio, 2 x two bedroom, 2 x three-bedroom) on the upper floors, office accommodation at ground and lower ground floors and shopfront alterations as shown on drawing numbers **Existing** – 696-EXGA00-P1, 696-EXGA01/02-P1, 696-EXGA03-P1, 696-EXGA04-P1, 696-EXGA05-P1, 696_GS01-Ex, 696_GS02-Ex, 696_GS03-Ex, 696-EXGE01-P1, 696-EXGE02-P1. **Proposed** – Plans - 696-GALG-OptA-P2; 696-GALG-OptB-P2; 696-GA00-OptA-P3, 696-GA00-OptB-P3, 696-GA01-P3, 696-GA02-P3, 696-GA03_04-P2, 696-GARF-P1; Elevations - 696-GE01-P3, 696-GE02-P2; Sections - 696-GS01-P2, 696-GS02-P2; 696-GS03-P2; 696-GS05-P2; 696-GS06-P1. **Documents** – Transport Statement (March 2015) prepared by ttp consulting, Planning Statement (20 March 2015) prepared by Quod, Statement of Community Involvement (February 2015) prepared by HardHat, Phase 1 Land Contamination Risk Assessment (March 2015) prepared by Castledine & Co, Heritage Assessment and Impact Statement (February 2015) prepared by Harper Downie, Energy Strategy (16 March 2015) prepared by Metropolis, Sustainability Statement (16 March 2015) prepared by Metropolis, Design & Access Statement (March 2015) prepared by Harper Downie, Daylight and Sunlight Simulation Analysis (March 2015) prepared by ERS, Draft

Construction Management Plan prepared by Merchant Land, Commercial Floorspace Assessment (20 March 2015) prepared by Quod, Basement Impact Assessment (18 February 2015) prepared by bwm, Noise Exposure Assessment (18 December 2014) prepared by Clement Acoustics, Construction Drawing P170/120 (pavement lights).

2.9 "the Highways Contribution"

the sum of £5,880.23 (five thousand eight hundred and eighty pounds and twenty three pence) 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"):-

- a) repaving of the footway directly adjacent to the site
- b) any other works the Council acting reasonably requires as a direct result of the Development

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

2.10 "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

2.11 "the Level Plans

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.12 "Neighbouring Properties"

the neighbouring properties known as 59, and 67 Charlotte Street London W1T 4PF

2.13 "Occupation Date"

the date when any part of the Development is occupied pursuant to the Planning Permission but not occupation by persons engaged in construction and fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.14 "the Parties"

mean the Council, the Owner and the Mortgagee

2.15 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 24 March 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/1746/P subject to conclusion of this Agreement

2.16 "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

- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.18 "the Property" the land known as 61, 63 and 65 Charlotte Street London W1T 4PF the same as shown outlined in red on the plan annexed hereto
- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.20 "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
- 2.21 "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
- 2.22 "Reasonable Endeavours" where there is a reasonable endeavours obligation in this Agreement the person under that obligation 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 person cannot fulfil the objective of the obligation in full or in part then that person shall provide an explanation in writing of the steps that it has undertaken in carrying out its reasonable endeavours;

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 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 or 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 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 designated as "car free" housing in accordance with Clause 4.2 for all relevant purposes for the duration of the Planning Permission.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE HOUSING**

4.1.1 There are currently 3 residential flats within the Property, on 1st, 2nd and 3rd floor levels of no. 65. Only the flat on the 3rd floor level forms part of the Development, the flats on the 1st and 2nd Floor do not form part of the Development and are not affected by this Agreement.

4.1.2 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.

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain for the duration of the Planning Permission.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of 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 4.1.1 of this Agreement.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 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.

4.2.2 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.

- 4.2.3 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 practicable impact on and disturbance to the surrounding environment and highway network.
- 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 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 forthwith take any steps required to remedy such non-compliance.

4.3 **DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.3.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan, such approval not to be unreasonably withheld or delayed.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the lower ground floor as comprised within the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction 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

Detailed Basement Construction 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 reasonably required to remedy such non-compliance.

4.4 **HIGHWAYS WORKS AND CONTRIBUTION**

4.4.1 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.

4.4.2 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.

4.4.3 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 undertakers works and that the Highways Contribution excludes any statutory undertakers' costs.

4.4.4 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.

4.4.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within twenty-one (21 days) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.4.6 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-one (21 days) days of the issuing of the said certificate pay to the Council the amount of the excess.

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 Planning Permission 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 the Planning Permission reference 2015/1746/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 reasonable 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 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 2015/1746/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.4 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 2015/1746/P. Electronic Transfer 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 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 Permission reference number 2015/1746/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 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.
- 6.5 Neither the Owner, 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.
- 6.6 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.

- 6.7 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.
- 6.8 Where the approval, satisfaction, agreement, confirmation or consent of the Council is required in connection with the terms of this Agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall not be unreasonably withheld or delayed.
- 6.9 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or reference to him before or after the date of this Deed.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Property being 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.
- 7.2 No mortgagee shall have any liability under this Agreement unless it becomes a successor in title or takes possession of the interest in the part of the Property over which it has a charge in which case it too will be bound by the obligations as if it were 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

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)
MERCHANT LAND INVESTMENTS LIMITED))
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a Deed)
By NATIONAL WESTMINSTER BANK PLC))
By)
in the presence of:-)

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

.....
Authorised Signatory



THE FIRST SCHEDULE

The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion, Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

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 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) or similar at the Bronze level.
- 2) All drivers must have undertaken cycle awareness training 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

Notwithstanding to whomsoever the same may hereafter come, the same shall be and remain the property of the City of New York, and the same shall be subject to the same laws, regulations, and orders as other public property of the City of New York, and the same shall be used for the purposes for which it was originally intended, and the same shall not be sold, disposed of, or otherwise alienated, in whole or in part, without the approval of the Board of Estimate and Taxation, and the same shall be subject to the same laws, regulations, and orders as other public property of the City of New York, and the same shall be used for the purposes for which it was originally intended, and the same shall not be sold, disposed of, or otherwise alienated, in whole or in part, without the approval of the Board of Estimate and Taxation.

P. 100111 - 10/1/11 - 10/1/11 - 10/1/11

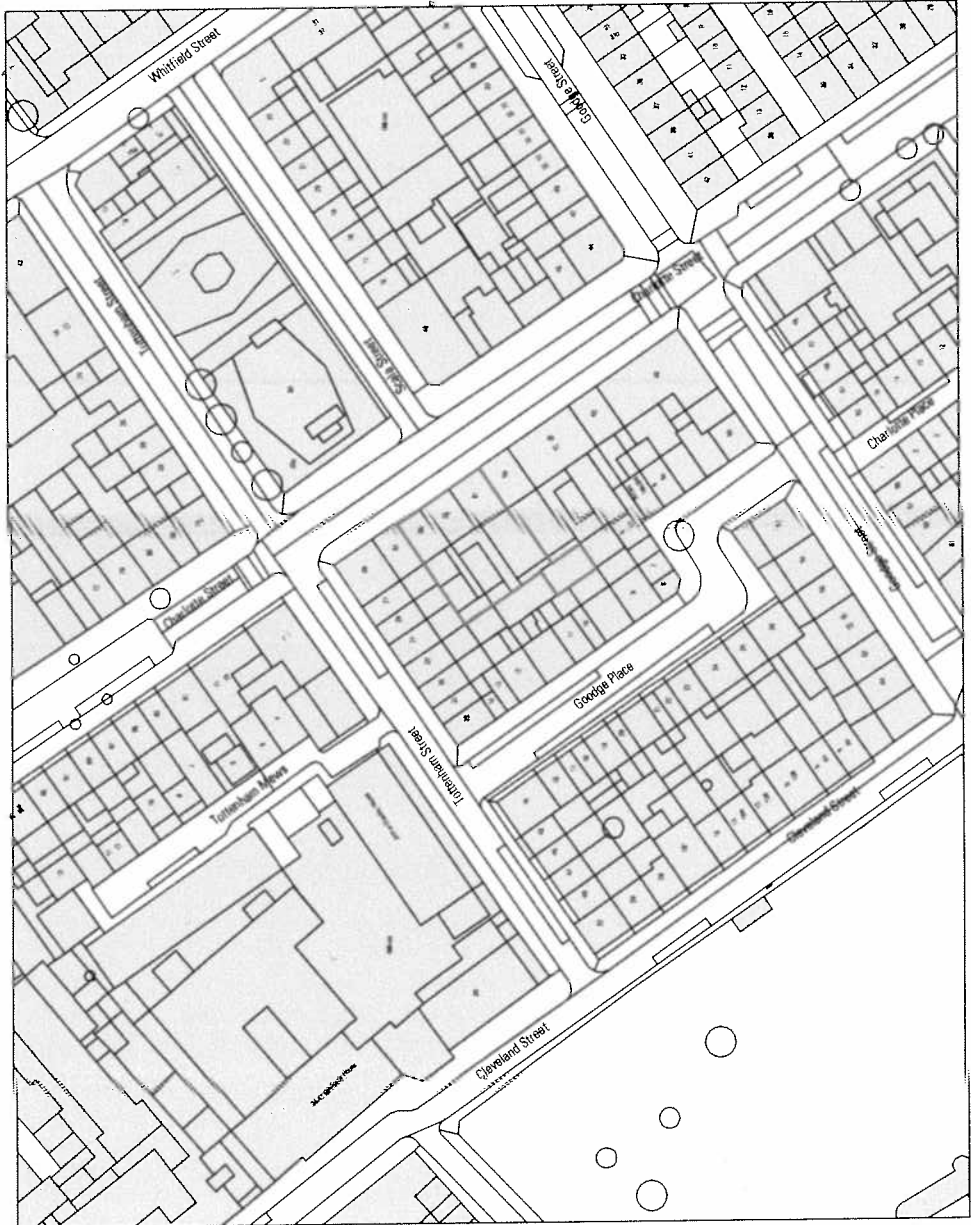


**HARPER
DOWNE**
ARCHITECTS

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Project No.	100 West
Client	100 West
Phase	100 West
Date	100 West
Scale	100 West
Author	100 West
Checker	100 West
Drawn	100 West
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Project No.	100 West
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Author	100 West
Checker	100 West
Drawn	100 West
Scale	100 West
Date	100 West



SDO
Site Plan
100 West







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

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

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

Quod
Ingeni Building
17 Broadwick Street
London
W1F 0AX

Application Ref: **2015/1746/P**

07 August 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:
61 - 65 Charlotte Street
London
W1T 4PF

DECISION
Proposal:
Erection of mansard roof extension at 4th floor level, rear extension at lower ground & ground floor levels, with creation of 6 x flats (2 x one-bedroom/studio, 2 x two bedroom, 2 x three-bedroom) on the upper floors, office accommodation at ground and lower ground floors and shopfront alterations.

Drawing Nos:

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 Plan numbers

The development hereby permitted shall be carried out in accordance with the following approved plans:

Approved plans:

Existing - 696-EXGA00-P1, 696-EXGA01/02-P1, 696-EXGA03-P1, 696-EXGA04-P1, 696-EXGA05-P1, 696_GS01-Ex, 696_GS02-Ex, 696_GS03-Ex, 696-EXGE01-P1, 696-EXGE02-P1.

Proposed - Plans - 696-GALG-OptA-P2; 696-GALG-OptB-P2; 696-GA00-OptA-P3, 696-GA00-OptB-P3, 696-GA01-P3, 696-GA02-P3, 696-GA03_04-P2, 696-GARF-P1;

Elevations - 696-GE01-P3, 696-GE02-P2;

Sections - 696-GS01-P2, 696-GS02-P2; 696-GS03-P2; 696-GS05-P2; 696-GS06-P1.

Approved documents:

Transport Statement (March 2015) prepared by ttp consulting, Planning Statement (20 March 2015) prepared by Quod, Statement of Community Involvement (February 2015) prepared by HardHat, Phase 1 Land Contamination Risk Assessment (March 2015) prepared by Castledine & Co, Heritage Assessment and Impact Statement (February 2015) prepared by Harper Downie, Energy Strategy (16 March 2015) prepared by Metropolis, Sustainability Statement (16 March 2015) prepared by Metropolis, Design & Access Statement (March 2015) prepared by Harper Downie, Daylight and Sunlight Simulation Analysis (March 2015) prepared by ERS, Draft Construction Management Plan prepared by Merchant Land, Commercial Floorspace Assessment (20 March 2015) prepared by Quod, Basement Impact Assessment (18 February 2015) prepared by bwm, Noise Exposure Assessment (18 December 2014) prepared by Clement Acoustics, Construction Drawing P170/120 (pavement lights).

Reason:

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

- 3 Cycle parking

Before the occupation of the:

- i) residential units,
- ii) the office accommodation

the approved cycle parking facility shall be provided in its entirety 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.

4 Plant areas

No plant or machinery shall be installed on the external parts of the building other than in the areas indicated as plant areas on the plans hereby approved.

Reason: To ensure that the appearance of any external plant is compatible with the appearance of the building and the area and to ensure that residential amenities are protected, 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 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

5 Noise levels

The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

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.

6 Active frontages

The shop front windows to the retail and food drink units shall be used for display purposes and the window glass must not be painted or obscured.

Reason: To safeguard the appearance of the premises and the character of the immediate area and to prevent the introduction of dead frontages within the development 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.

7 Land contamination

At least 28 days before development commences:

- (b) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority; and
- (c) following the approval detailed in paragraph (a), an investigation shall be

carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority.

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 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.

- 8 The development shall achieve 19.4% regulated carbon reduction beyond Part L 2013 and sustainability, BREEAM Domestic refurbishment 'Excellent' for the residential premises and BREEAM non-domestic Refurbishment 'very good' for the non-residential premises.

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of 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.

- 9 The development shall achieve 50% of the credits in the Water, Materials and Energy categories.

Reason: To ensure a sustainable and resource efficient development in accordance with the requirements of 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.

- 10 Green roof details and installation

Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The details shall include species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

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 SUDs

Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a [1:100 year event with 30% provision for climate change] [demonstrating 50% attenuation of all runoff] [demonstrating greenfield levels of runoff]. The system shall be implemented as part of the development and thereafter retained and maintained.

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 Lifetime homes

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.

13 Refuse and recycling

Prior to commencement of development details of the arrangements for storage and collection of refuse and recycling shall be submitted to and approved in writing by the Local Planning Authority in respect of all residential units within the phase.

The development shall not be implemented other than in accordance with the refuse and recycling storage shown on the approved plans. All such measures shall be in place prior to the first occupation of any residential units (for the residential element) and prior to the first occupation for the offices (for the office element) and shall be retained thereafter.

Reason: To safeguard the amenities of the future occupiers and adjoining neighbours 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.

14 Insulation - separating residential premises

Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. 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 is not adversely affected by noise.

15 Insulation - separating residential and commercial

Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of the sound insulation of the floor/ ceiling/ walls separating the commercial part(s) of the premises from noise sensitive premises. Details shall demonstrate that the sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ is enhanced by at least 20dB above the Building Regulations value and, where necessary, additional mitigation measures are implemented to contain commercial noise within the commercial premises and to achieve the 'Good' criteria of BS8233:1999 within the dwellings/ noise sensitive premises. 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/ adjacent dwellings/ noise sensitive premises is not adversely affected by noise.

16 Noise levels - plant

Prior to use of the installation, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant equipment and mitigation measures as stated in report ref: 9677-NIA-01 RevA, dated 29th June 2015. 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. 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.

- 17 Prior to implementation, details showing a revised pitch of the lower slope of the mansard roofs shall be submitted to and approved by the Council. The proposals will then be built in accordance with these details.

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.

- 18 Mansard roof - materials:

The proposed mansard roofs shall be natural slate (as opposed to lead as shown on the drawings).

Reason: To safeguard the appearance of the premises and the character of the conservation 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 if in CA 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. 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

4

The proposal by its size and land use type will be liable for the London Borough of Camden's Community Infrastructure Levy (CIL) introduced on the 1st April 2015 to help pay for local infrastructure and the Mayoral CIL which helps fund Crossrail introduced on 1st April 2012. Based on the CIL Regulations and the information submitted in the planning application the charge is likely to be £113,092.02 (£57,996 for the residential element and £55,096.02 for the commercial element) for the Camden CIL.

5

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 2363).

6

Some highway licenses may be required to facilitate the proposed works. This might include a temporary parking bay suspension, a skip licence, a hoarding licence, and a scaffolding licence. The applicant would need to obtain such highway licences from the Council prior to commencing work on site. Details for the highway licences mentioned above are available on the Camden website at the hyperlink below:

<http://www.camden.gov.uk/ccm/content/business/business-regulations/licensing-and-permits/licences/skips-materials-and-building-licences/building-licences/>

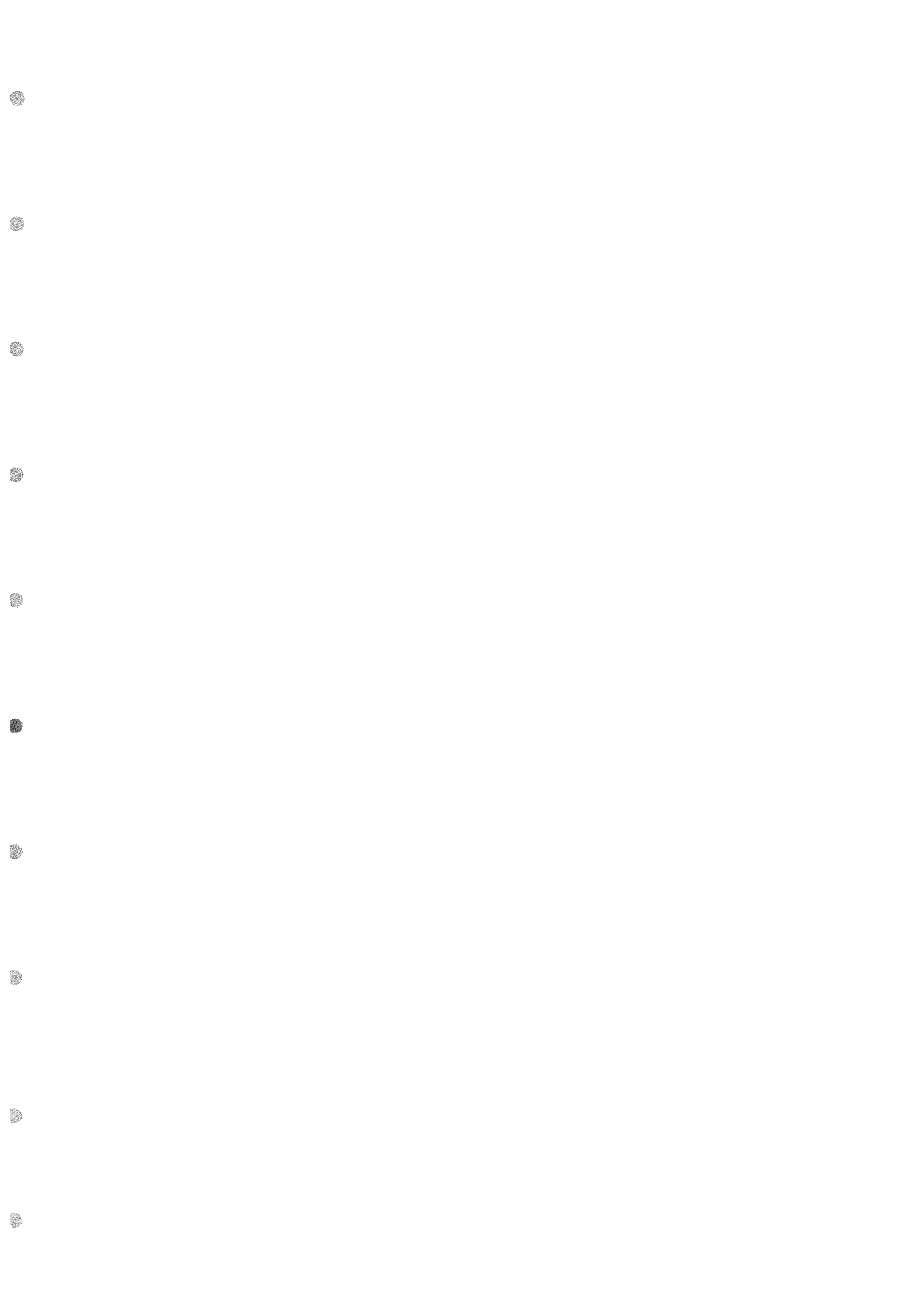
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

DRAFT

DECISION





DATED

8 January

2016
~~2015~~

(1) MERCHANT LAND INVESTMENTS LIMITED

and

(2) NATIONAL WESTMINSTER 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
61-65 CHARLOTTE STREET LONDON W1T 4PF
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680
Fax: 020 7974 1920

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