

DATED 21st May 2014

A2 Dominion Developments Limited (1)

and

The Mayor and Burgesses of The London Borough of Camden (2)

DEED OF AGREEMENT

**Pursuant to Section 106 of the Town and County
Planning Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

**Relating to 142-150 Arlington Road, Camden,
London NW1 7HP**

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THIS AGREEMENT is made the 21st day of May 2014

BETWEEN

- (1) **A2 DOMINION DEVELOPMENTS LIMITED** (formerly Dominion Developments (2005) Limited) (Company Number 05585321) of 15th Floor, Capital House 25 Chapel Street, London, NW1 5WX (the "Owner")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called the "Council")

1. RECITALS

- 1.1. The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number: 371404 and is interested in the Property for the purposes of s106 of the Act
- 1.2. A planning application for the Development was submitted to the Council and validated on 21 June 2013 and given reference number 2013/3487/P. The application was refused under delegated powers on 20 September 2013
- 1.3. An application for Conservation Area Consent for the Development was submitted to the Council and validated on 19 June 2013 and given reference number 2013/3754/C but the application was refused under delegated powers on 20 September 2013
- 1.4. The Owner has appealed to the Secretary of State under reference: APP/X5210/A/13/2208051
- 1.5. 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
- 1.6. As local highway authority the Council considers the Highway Works to be carried out pursuant to this Section 106 Agreement to be in the public benefit
- 1.7. For these purposes the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and subject to the provisions of Clause 3.8 of this Agreement

2. DEFINITIONS

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

"the Act" means the Town and Country Planning Act 1990 (as amended)

“Affordable Housing” lowcost housing including Social Rented Housing Affordable Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents

“Affordable Housing Provider” means:-

- (a) a registered provider of Affordable Housing registered as such by the Regulator pursuant to Section III of the Housing and Regeneration Act 2008 or
- (b) such other provider or funder of Affordable Housing which is approved by the Council

“Affordable Housing Units” means five units of Affordable Rented Housing on the basement ground and first floor of the Development as shown on Plan 2

“Affordable Rented Housing” means rented housing which:-

- (a) is let by a Registered Provider to households who are eligible for Social Rented Housing;
- (b) complies with the requirements set out for housing of this type in the Homes and Communities Agency document entitled: *Affordable Homes Programme 2011-2015 Framework*;
- (c) provides housing where the annual housing costs for each affordable rented home (including rent and service charge) shall:-
 - (i) be substantially below local market rent;
 - (ii) not exceed the Inner North London Local Housing Allowance rates for homes with the same number of bedrooms;
 - (iii) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden; and
 - (iv) has regard to such caps on overall benefits

that the Government may introduce

“Air Quality Assessment”

an assessment undertaken by the Owner which shall include the following information:-

- (a) technical details of any proposed CHP or CCHP system including thermal capacity;
- (b) maximum rate of fuel consumption in kilograms or cubic metres per hour;
- (c) efflux velocity of flue gases at working;
- (d) proposed height of flue above ground level;
- (e) quantity of emissions released from the exhaust. This shall be expressed as the emission rate for nitrogen oxides, carbon monoxide and particulate matter;
- (f) an assessment using dispersion modelling to demonstrate that the stack height of the CHP/CCHP is sufficient to prevent emissions having a significant impact on the air quality objectives for nitrogen dioxide (NO₂) and particulate matter (PM₁₀)
- (g) outlining details of the modelling software chosen, emissions and stack parameters, building parameters, meteorological data, method used to calculate background and predicted concentrations
- (h) the location and grid reference of maximum pollution concentrations shall be identified, with distance from the stack
- (i) a full discussion of any potential breaches of air quality criteria; and a discussion of model sensitivity and variation
- (j) provision of a plan showing the termination point of all exhaust stacks associated with CHP/CCHP ensuring the exhaust stack shall be located away from open-windows and air inlet vents

“Building Area Improvements”

means works to improve the area around the Property which shall include but not be limited to repair or replacement of the electronic security adjacent to the Gated Area subject to any necessary consents or approvals being obtained

“Certificate of Practical Completion”	means the certificate issued by the Owner’s contractor architect or project manager or any other appropriate person certifying that the Development has been completed
“Conservation Area Consent”	means the conservation area consent granted on appeal pursuant to reference APP/X5210/E/13/2208068
“Construction Management Plan”	<p>means a plan setting out the measures that the Owner will adopt in undertaking:-</p> <ul style="list-style-type: none"> (a) the demolition of any part of the existing buildings on the Property; and (b) the construction of the Development (c) using good site practices in accordance with the Council’s Considerate Contractor Manual to ensure the Construction Period 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):- <ul style="list-style-type: none"> (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the 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 to this Agreement (iii) incorporation of the provisions set out in the Second Schedule annexed to this Agreement (iv) proposals to ensure there are no adverse effects on the conservation area features (v) proposals to ensure that there are no adverse 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) the identification of means to ensure the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

"Construction Period" means the whole period between:-

(a) the Demolition Date and

(b) the date of issue of the Certificate of Practical Completion

AND FOR THE AVOIDANCE OF DOUBT includes the period during which the partial demolition of the existing building on the Property is being undertaken

"the Council's Considerate Contractor Manual" means 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

"the Demolition Date" means the date of commencement of demolition of any part of the existing building within the Development and "Demolition" and "Demolish" shall be construed accordingly

"the Development" means:-

(i) (in relation to the Planning Permission) extensions and alterations to existing building to provide 21 residential dwellings (16 private tenure and 5 affordable housing units) including change of use from use from Class D2 (assembly and leisure) to C3 (residential), following partial demolition and remodelling of the rear elevation, erection of part three, part four storey rear extension, roof extension above existing roof levels, installation of windows openings to the Underhill Street façade and creation of private amenity space at basement level to

Stanmore Place with balconies and roof terraces to the upper floors as shown on the drawings approved by the Planning Permission.

- (ii) (in relation to the Conservation Area Consent) demolition of the substantial part of the rear façade of the building fronting onto Stanmore Place and demolition of the roof of the building as shown on the drawings approved by the Conservation Area Consent

“the Education Contribution”

means the sum of FORTY FIVE THOUSAND TWO HUNDRED AND FIVE POUNDS (£45,205.00) 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

“Energy Efficiency and Renewable Energy Plan”

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

- (a) the incorporation of the measures set out in the Code for Sustainable Homes Pre-Assessment Report and Sustainable Energy Assessment dated May 2013 produced by Stilwell Partnership;
- (b) further details of how the Owner will reduce the Development’s carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) details and method of installation of CHP unit(s) including full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating;
- (d) an Air Quality Assessment prior to the use of CHP system;
- (e) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP;
- (f) separate metering of all low and zero carbon

technologies to enable the monitoring of energy and carbon emissions and savings;

- (g) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (h) the incorporation of a kWe Combined Heat and Power (CWP) and kWp Photovoltaics (PV) (of a size and specification to be agreed between the Council and the Owner) within the Development;
- (i) 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 Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (j) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

"Environmental Pedestrian and Public Realm Improvements Contribution"

means the sum of TWENTY THOUSAND POUNDS (£20,000.00) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards pedestrian cycle and public realm improvements in the vicinity of the Property

"Gated Area"

means that area to the rear of the Site shown for the purpose of identification only hatched green and coloured red on Plan 1

"Gated Area Improvement Works"

means works to improve and maintain the appearance and amenity of the Gated Area which could (depending on the terms of agreement between the Owner and neighbouring land owners and occupiers and on the outcome of discussions with the Council) include:-

- (a) repaving of Stanmore Place;
- (b) installation of a new fence between Stanmore Place and the car park to the rear of the Property; and
- (c) landscaping and planting

"Highways Contribution"

means the sum of TWENTY SEVEN THOUSAND FOUR HUNDRED AND SEVENTEEN POUNDS (£27,417.00) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council for the carrying out of the Highways Works 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

"Highways Works"

means works to the public highway and associated measures in the vicinity of the Property such works to include the following:-

- (a) Removal of the redundant vehicular crossover directly adjacent to the Arlington Road frontage
- (b) Repaving of the footway directly adjacent to the Arlington Road frontage (take up and relay existing ASP slabs, including replacement of any existing slabs)
- (c) Repaving of the footway directly adjacent to the Underhill Street frontage (replace existing ready mixed concrete with ASP slabs)
- (d) Removal of unnecessary street clutter (where reasonably practicable) from the aforementioned footways (e.g. redundant sign posts)
- (e) Relocation of street furniture items (where reasonably practicable) which may obstruct pedestrian movements on the aforementioned footways (e.g. poorly located lamp columns or sign posts)

- (f) Repaving of sections of the carriageway on Underhill Street
- (g) Any other works required as a direct result of the carrying out of the Development (being such works as considered necessary by the Council acting reasonably)

"Implementation Date" means the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act which is not a Preparatory Operation and references to "Implementation" and "Implement" shall be construed accordingly

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

"the Monitoring Fees" the sum of FOUR THOUSAND SIX HUNDRED AND THIRTY FIVE POUNDS (£4,635.00) to be paid by the Owner to the Council and to be applied by the Council in the event of receipt for the monitoring of the obligations contained within this Agreement

"Occupation" means occupation of the Property or any of the buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "Occupy" and "Occupied" shall be construed accordingly

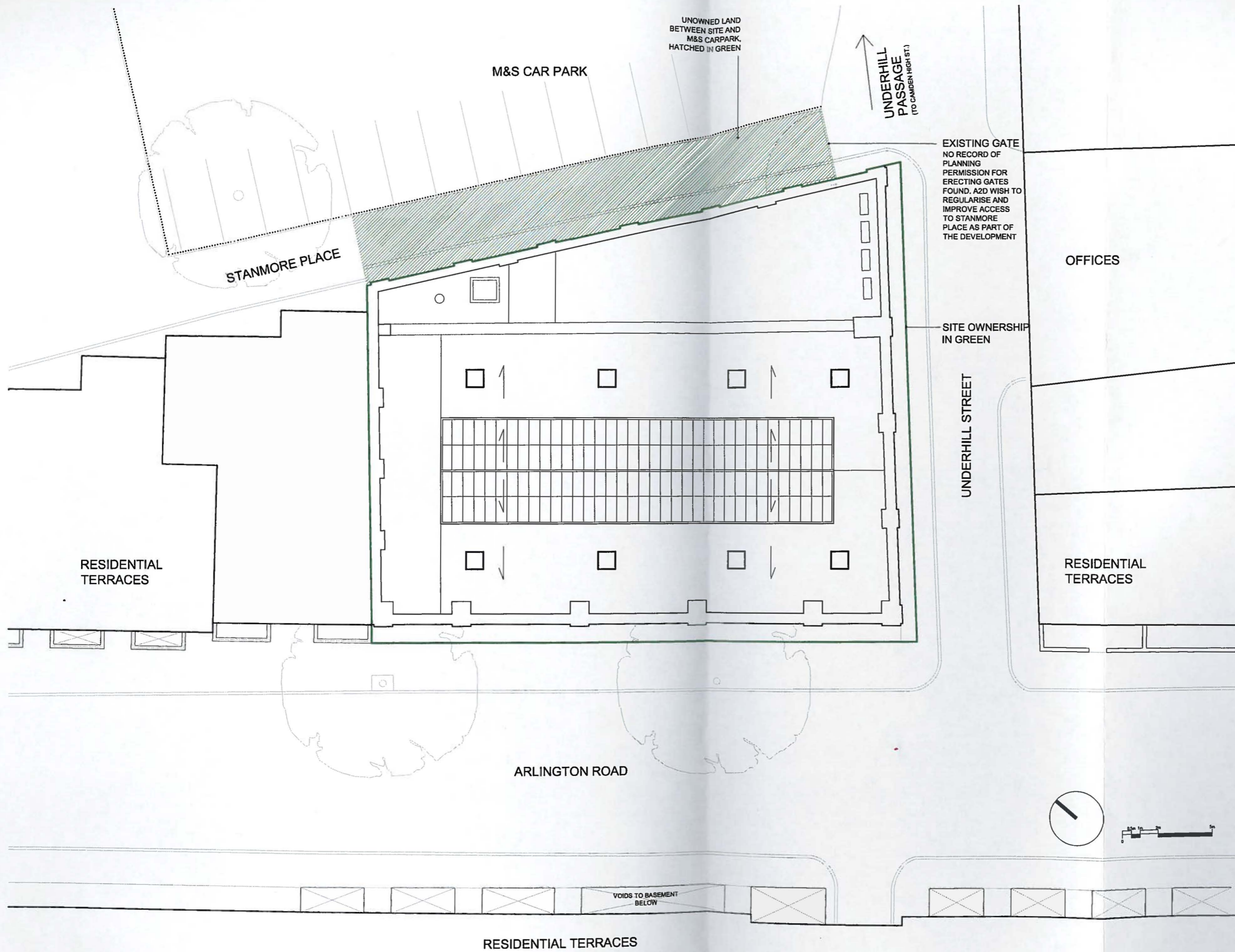
"Open Space Contribution" means the sum of THIRTY FIVE THOUSAND FIVE HUNDRED AND TWENTY SEVEN POUNDS (£35,527.00) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied towards improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

"the Parties" means the Council and the Owner

"Plan 1" means the plan marked "Plan 1" with referenced drawing number 1223-109Rev P01 attached to this Deed and showing

the Property and the Gated Area

"Plan 2"	means the plans marked "Plan 2" with referenced drawing numbers 1223-150Rev P02, 1223-151 RevP02 and 1223-152 RevP02 attached to this Deed and showing the location of the Affordable Rented Housing Units
"Planning Obligations Monitoring Officer"	means a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to this Agreement to whom all notices correspondence and approvals must be sent in the manner prescribed at Clause 6 of this Agreement
"the Planning Permission"	means the planning permission for the Development granted on appeal pursuant to reference APP/X5210/A/13/2208051
"Preparatory Operation"	means an operation or item of work of archaeological investigation, remediation works associated with decontamination, demolition and site clearance, the erection of fences and hoardings, preparatory to the commencement of construction
"Property"	means the land known as 142-150 Arlington Road London NW1 7HP comprised in title number 371404 and shown for the purpose of identification only edged green on Plan 1
"Residential Unit"	means a residential unit within the Development
"Residents Parking Bay"	means 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 Property is situated
"Residents Parking Permit"	means 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
"Sustainability Plan"	means 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 include :- (a) an Assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body;



NOTES

1. This drawing is not to be scaled. Use figured dimensions only. Detailed site survey to be carried out to establish tolerances. Figured dimensions are in mm. All dimensions shall be verified on site before proceeding with the work. The architect shall be notified of any discrepancies.
2. This drawing has been produced for sole use on this project and is not intended for use by any other person or for any other purpose.

Joller & Shaw
[Signature]

Aspenfield Developments Limited
 2014 - S338

rev	date	description	CB	CT
P01	12.05.14	Issued for Planning (Boundary in Green)	LK	CT
P01	09.03.13	Issued for Planning	CB	CT

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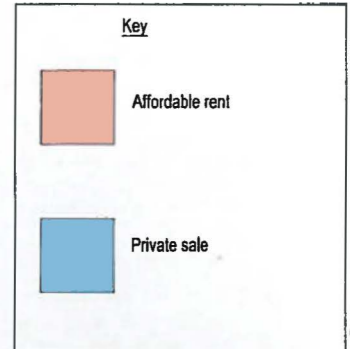
job title	140-152 Arlington Rd, Camden		
drawing title	Location Plan - Site Ownership + Notes		
drawn by	CB	job no	S5412-23
date	09/05/2013	scale	1:200@A3
drawing no	1223-109	revision	P01

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Area
70/100m show



2014 - 5338

rev date	description	CB	CT
P02 09.09.13	Re-issued for Planning	CB	CT
P01 20.05.13	Issued for Planning	CB	CT

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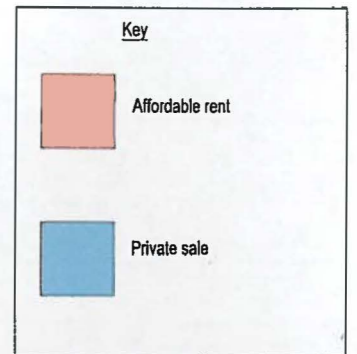
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job title	140-152 Arlington Rd, Camden		
drawing title	First floor plan-proposed		
drawn by	CB	job no	S5412-23
date	19/08/2012	scale	1:200@A3
drawing no	1223-152	revision	P02

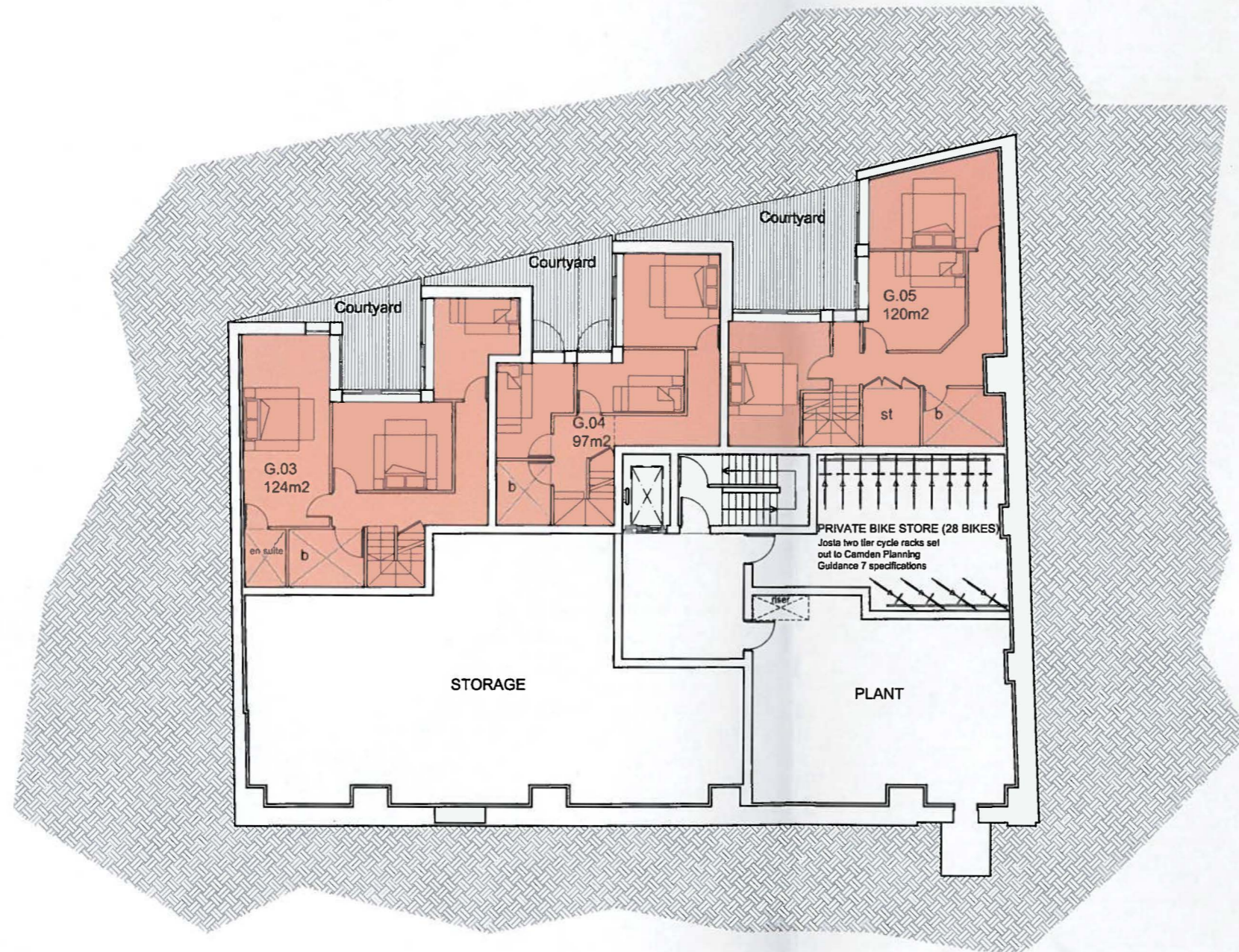
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Handwritten signature: J. Tolershen



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P02	09.09.13	Re-issued for Planning	LK	CB
P01	20.05.13	Issued for Planning	CB	CT
rev	date	description		

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job title	140-152 Arlington Rd, Camden		
drawing title	Basement Level Plan - Proposed		
drawn by	CB	job no	S5412-23
date	19/08/2012	scale	1:200@A3
drawing no	1223-150	revision	P02

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