

DATED

1 June

2016

(1) LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED and LINCOLN'S INN TRUSTEE
COMPANY NO. 2 LIMITED

and

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

A G R E E M E N T

relating to land known as

Lincoln's Inn, Lincoln's Inn Fields, London WC2A 3TL
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

LIBRARY DEVELOPMENT 2015/4408/P

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

Tel: 020 7974 1918
Fax: 020 7974 2962

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CLS/COM/LMM/1685.

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THIS AGREEMENT is made the 1st day of June 2016

BETWEEN:

- i. **LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED** (Co. Regn. No. 06076503) and **LINCOLN'S INN TRUSTEE COMPANY NO. 2 LIMITED** (Co. Regn. No. 06076505) being the Trustees of The Honourable Society of Lincoln's Inn of Treasury Office, Lincoln's Inn, London WC2A 3TL (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property being part of the land contained under Title Number NGL897957.
- 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 7 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/4408/P respectively subject to conclusion of this legal Agreement.
- 1.4 A planning application for the East Terrace Planning Permission was also submitted to the Council and validated on 7 August 2015.
- 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 Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

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 Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Basement Construction Plan"	<p>a plan to be submitted by the Owner and approved by the Council setting out detailed information relating to the construction of basement forming part of the Development and providing for a programme of detailed mitigating measures to be undertaken and put in place by the Owner such plan to be designed with the objective of containing the impact of the basement construction on the structural stability of the Property and the neighbouring properties to include the following:-</p> <p>(i) incorporation of the recommendations contained within the Basement Impact Assessment Audit prepared by Campbell Reith Consulting Engineers dated September 2015 and submitted</p>

		<p>as part of the Planning Applications;</p> <p>(ii) inclusion of a detailed monitoring regime throughout the Construction Phase;</p> <p>(iii) a method statement detailing the proposed method of ensuring the safety and stability throughout the Construction Phase of the neighbouring buildings including temporary works sequence drawings and assumptions;</p> <p>(iv) detailed design drawings prepared by a suitably qualified and experienced chartered geotechnical engineer and chartered structural engineer both with experience of sub-ground level construction commensurate with the Development whose identities shall be approved in writing in advance by the Council for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations;</p> <p>(v) an update of the risk assessment submitted with the Planning Application based the detailed design drawings referred to in (iv) above;</p> <p>(vi) provision of a contingency plan setting out measures that will be undertaken to ensure the safety and preservation of the adjoining properties in the event of any delay in completion of the</p>
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		<p>basement forming part of the Development;</p> <p>(vii) confirmation, once the pile design and construction/propping sequence have been finalised by the specialised contractors, that the predicted ground movement and building damage is no worse than was predicted when Planning Permission was granted, such confirmation to be certified by the independent professional; and</p> <p>(viii) submission of a summary sheet, tabulating predicted movement and monitoring</p>
2.4	"the Carbon Offset Contribution"	<p>The sum of £1,552 (one thousand five hundred and fifty two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards securing delivery of carbon dioxide savings in the vicinity of the Property in recognition that this Development together with the East Terrace Permission can only achieve a maximum improvement in carbon emissions of 32.7% rather than 35%.</p>
2.5	"the Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing Buildings and 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</p>

		<p>disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (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 the protection and preservation of the listed buildings during the Construction Phase; (v) proposals to ensure there are no adverse effects on the Conservation Area features; (vi) amelioration and monitoring effects on the health and
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		<p>amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(vii) 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);</p> <p>(viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(ix) 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</p>
2.6	"the Construction Phase"	<p>the whole period between:</p> <p>(i) the Implementation Date; and</p> <p>(ii) the date of issue of the Certificate of Practical Completion</p>
2.7	"the Council's Considerate Contractor Manual"	<p>the document produced by the Council from time to time entitled "Guide for Contractors</p>

		Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.8	"the Development"	<p>storey plus basement library and administration building following demolition of Under Treasurer's House, with two storey glazed link to existing library, installation of rooflights over existing lightwells, provision of 6 cycle spaces, provision of attenuation soakaway, and associated landscaping as shown on drawing numbers:</p> <p>Drawing Nos: 597-19000 Rev PL2; 19004 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 19034 Rev PL1; 19040 Rev PL2; 19045 Rev PL2; 19046 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054 Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev PL1; 19064 Rev PL1; 19411 Rev PL1; 19413 Rev PL2; 19415 Rev PL1; 19416 Rev PL1; 19417 Rev PL1; 19418 Rev PL1; 19419 Rev PL1; 19421 Rev PL1; 19423 Rev PL2; 19424 Rev PL1; 19425 Rev PL1; 19426 Rev PL1; 19427 Rev PL1; 19428 Rev PL1; 19429 Rev PL1; 19430 Rev PL1; 19431 Rev PL1; 19432 Rev PL1; 19433 Rev PL1; 19434 Rev PL1; 19435 Rev PL1; 19440 Rev PL1; 19441 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19445 Rev PL1</p> <p>Supporting Documents: Design and Access</p>

		<p>Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July 2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys & Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskins July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 2015</p>
2.9	"the East Terrace Planning Permission"	<p>planning permission granted in respect of the development at east terrace under reference number 2015/4404/P which development may take place contemporaneously with the Development.</p>
2.10	"the Energy Efficiency and Renewable Energy Plan"	<p>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</p>

		<p>carbon energy emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (i) the incorporation of the measures set out in the Energy Strategy and Part L Compliance Report dated July 2015 prepared by Mott MacDonald and submitted as part of the Planning Applications; (ii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; (iii) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant; (iv) include a pre-Implementation review by an appropriately qualified and recognised independent professional 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; (v) measures to secure a post construction review of the Development by an
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		<p>appropriately qualified independent professional 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</p> <p>(vi) 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</p>
2.11	"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 other than operations in connection with ground investigations; site survey work; temporary access construction works; site clearance; archaeological work and the erection of a means of enclosure for the purpose of site security and references to "Implementation" and "Implement" shall be construed accordingly
2.12	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.13	"the 15 New Square Development"	the conversion of two floors of office space on the first and second floors at 15 New Square, Lincoln's Inn, Lincoln's Inn Fields London WC2A 3TL, to provide residential accommodation for the Under Treasurer

		pursuant to planning application reference 2015/4406/P and listed building consent application reference 2015/4543/L
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council and the Owner
2.16	"the Property"	the land shown outlined in red on Plan 1 annexed hereto
2.17	"the Pedestrian Cycling and Environmental Contribution"	the sum of £30,000 (thirty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council towards the provision of pedestrian, cycling, environmental and public realm improvements in the vicinity of the Development
2.18	"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
2.19	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.20	"the Sustainability Plan"	a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation

		<p>based which shall include:-</p> <ul style="list-style-type: none"> (i) details and measures to ensure the targets set out in the Sustainability and BREEAM Pre-assessment Report prepared by Mott MacDonald and dated 21 July 2015 are achieved; (ii) a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories (iii) 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 in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; (iv) details of maintenance and management relative to sustainability measures included in the Sustainability Plan; (v) measures to secure a post construction
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		<p>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;</p> <p>(vi) 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</p>
2.21	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Third Schedule hereto;</p> <p>(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first</p>

		<p>anniversary of the Occupation Date;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;</p> <p>(f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.22	"the Travel Plan Monitoring Contribution"	the sum of £6,020 (six thousand and twenty 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 for the review and approve the Owner's Travel Plan over a six year period from the date of first Occupation of the Development
2.23	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be

- ☐ Surrounding Buildings
- ☐ New Buildings
- ☐ Existing Site Boundary

PLAN 1

David Richards
P.E. Inc. Senior

PL 1004
 587
 19004
 PL1

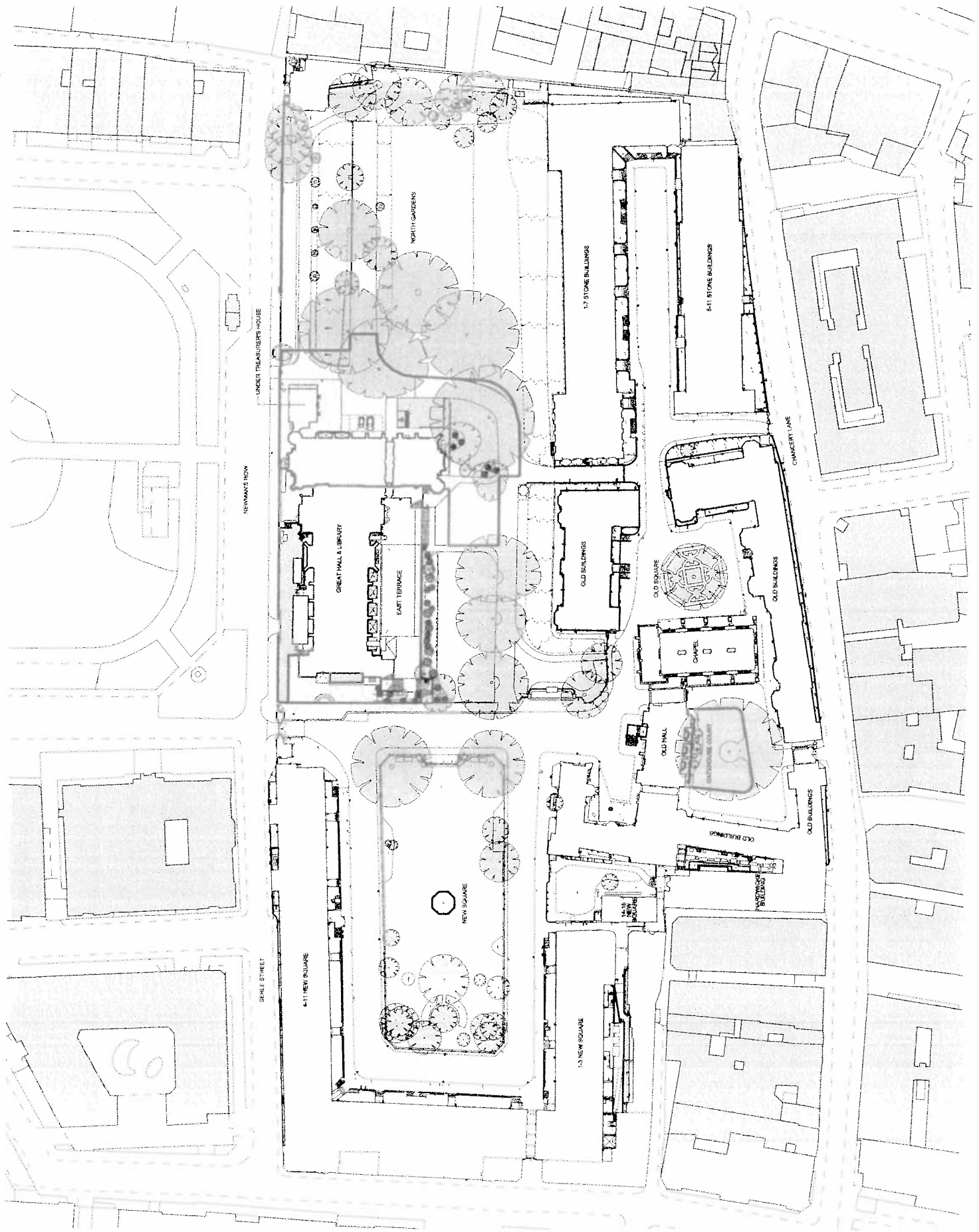
PLANNING

RICK MATHER ARCHITECTS ©

THE HONORABLE SOCIETY OF LINCOLN'S INN
 GREAT HALL AND LIBRARY

EXISTING
 APPLICATION FOR LIBRARY EXTENSION
 SITE PLAN WITH LINE BOUNDARY

NO	587	19004	PL1
DATE	11/15/00	DATE	11/15/00



		responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
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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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **BASEMENT CONSTRUCTION PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Basement Construction Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Basement Construction Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council may chose not to approve the Basement Construction Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal practicable impact on and disturbance to the Property and the adjoining properties.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Basement Construction Plan or any amendments to it as approved by the Council from time to time and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

- 4.2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

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 may chose not to 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 or any amendments to it as approved by the Council from time to time 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 **TRAVEL PLAN**

4.3.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Travel Plan for approval; and
- (b) pay to the Council the Travel Plan Monitoring Contribution UNLESS such contribution has already been paid pursuant to the planning agreement relating to the East Terrace Planning Permission

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

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

- 4.3.3 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Travel Plan as approved by the Council from time to time and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied

4.4 **SUSTAINABILITY PLAN**

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.4.3 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 **PROVIDED THAT** nothing in this clause shall require a final BREEAM certificate prior to Occupation.
- 4.4.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the requirements of the Sustainability Plan and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.

4.5 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

- 4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.5.3 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 Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.5.4 Following the Occupation Date the Owner shall Occupy the Development in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council and in the event the Council identifies any material non-compliance it shall give the Owner written notice of such non-compliance and the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance and where any such non-compliance is not remedied within a reasonable timescale imposed by the Council the relevant part of the Development shall not be Occupied or permitted to be Occupied until the non-compliance is remedied.
- 4.5.5 On or prior to the Occupation Date to pay to the Council the Carbon Offset Contribution (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the East Terrace Planning Permission).
- 4.5.6 Not to Occupy or to permit Occupation until such time as the Council has received the Carbon Offset Contribution

4.6 HIGHWAYS CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to:-
- (i) pay to the Council the Highways Contribution in full (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the East Terrace Planning Permission); 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 undertakers works and that the Highways Contribution excludes any statutory undertakers 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 PEDESTRIAN CYCLING AND ENVIRONMENTAL CONTRIBUTION

4.7.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cycling and Environmental Contribution (UNLESS such contribution has already been paid pursuant to the planning agreement relating to the East Terrace Planning Permission).

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cycling and Environmental Contribution

4.8 RELOCATION OF UNDER TREASURER'S ACCOMMODATION TO 15 NEW SQUARE

4.8.1 Not to permit the demolition of the building known as the Under-Treasurer's house pursuant to the Planning Permission until such time as the Owner has received written notice from the Council (such notice to make specific reference to this sub-clause of the Agreement) that in the reasonable opinion of the Council each and every one of the following steps at (a) to (c) have been carried out and completed:

- (a) the necessary consents for the 15 New Square Development have been obtained and are being complied with

- (b) the Council is satisfied that all works of construction and fitting out comprised in the 15 New Square Development have been completed in a good and workmanlike manner
- (c) the Council is satisfied that the Under Treasurer's accommodation has been satisfactorily relocated to 15 New Square

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//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 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 reference 2015/4408/P if it relates to the Development or both 2015/4404/P and 2015/4408/P if, pursuant to 5.12 below, it relates to both the East Terrace Permission and the Development.
- 5.7 Payment of the contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning references 2015/4404/P and 2015/4408/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.
- 5.7 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.
- 5.8 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application falls due ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 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.
- 5.10 In the event that the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of excess.
- 5.11 If any contribution paid under this agreement is not spent or committed (for future expenditure) within 5 years of the Certificate of Practical Completion then the Council shall, on written request from the Owner, repay to the Owner the contribution or such unspent or uncommitted part of it (with any interest which has accrued thereon) within 28 days of such written request, except for the Highways Contribution which will be repaid to the Owner in accordance with clause 5.10 of this Agreement.
- 5.12 It is agreed and declared that the Owner may submit any plan for approval under this agreement in a form which relates to both the Development and to the East Terrace Permission and such document may satisfy both these obligations and those contained in the planning agreement for the East Terrace Permission but for the avoidance of doubt, any breach of obligations in this agreement shall not be enforceable against owners of occupiers of the East Terrace Permission or vice versa.
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 2015/4404/P and/or 2015/4408/P (as appropriate) 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.
- 6.5 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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

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

8. **JOINT AND SEVERAL LIABILITY**

- 8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

- 9.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
LINCOLN'S INN TRUSTEE COMPANY NO. 1 LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....*David Richards*.....

Director

.....*M. E. M. Smith*.....

Director / Secretary

Director/Secretary

EXECUTED AS A DEED BY
LINCOLN'S INN TRUSTEE COMPANY NO. 2 LIMITED
acting by a Director and its Secretary
or by two Directors

.....*David Richards*.....

Director

.....*A. E. M. Smith*.....

Director/Secretary

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

.....*APB*.....

Authorised Signatory



THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

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

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

The Construction Phase shall be carried out in accordance with the Best 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 PM₁₀ and NO_x emissions from vehicles and plant

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

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located away 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 as 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 taken to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.
- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

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

D - Techniques to reduce CO₂ emissions from construction vehicles

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

THE SECOND SCHEDULE

Construction Management Plan

Highway Measures

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

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

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

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

- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
- 2) All drivers must have undertake 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 THE TRAVEL PLAN

PART I: Components of the Travel Plan

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

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

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

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

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

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

1. Public Transport and walking

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

2. Taxis and Minicabs

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

3. Traffic Restraint

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

4. On-Street Parking Controls

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

5. Parking and Travel

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

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

6. Traffic Management

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

7. Cycling

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

- a. secure and well-lit workplace cycle parking

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

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

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

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

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least in years one, three and five following occupation and including a initial survey undertaken three months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. Review the Property's Transport Accessibility

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

2. **Consultation with occupiers**

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

3. **User Consultation and Travel Surveys**

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

4. **Implementation**

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

5. **Monitor and Review**

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

Montagu Evans LLP
5 Bolton Street
London
W1J 8BA

Application Ref: **2015/4408/P**

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Library and Under Treasurer's House
Lincoln's Inn
Lincoln's Inn Fields
London
WC2A 3TL

DECISION

Proposal:

Erection of three storey plus basement library and administration building following demolition of Under Treasurer's House, with two storey glazed link to existing library, installation of rooflights over existing lightwells, provision of 6 cycle spaces, provision of attenuation soakaway, and associated landscaping. (Application 4)

Drawing Nos: 597-19000 Rev PL2; 19004 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 19034 Rev PL1; 19040 Rev PL2; 19045 Rev PL2; 19046 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054 Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev PL1; 19064 Rev PL1; 19411 Rev PL1; 19413 Rev PL2; 19415 Rev PL1; 19416 Rev PL1; 19417 Rev PL1; 19418 Rev PL1; 19419 Rev PL1; 19421 Rev PL1; 19423 Rev PL2; 19424 Rev PL1; 19425 Rev PL1; 19426 Rev PL1; 19427 Rev PL1; 19428 Rev PL1; 19429 Rev PL1; 19430 Rev PL1; 19431 Rev PL1; 19432 Rev PL1; 19433 Rev PL1; 19434 Rev PL1; 19435 Rev PL1; 19440 Rev PL1; 19441 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19445 Rev PL1

Supporting Documents: Design and Access Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July

2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys & Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskins July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 201

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 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.

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:

597-19000 Rev PL2; 19004 Rev PL2; 19010 Rev PL2; 19021 Rev PL1; 19022 Rev PL2; 19023 Rev PL1; 19024 Rev PL1; 19030 Rev PL1; 19031 Rev PL3; 19032 Rev PL3; 19033 Rev PL2; 19034 Rev PL1; 19040 Rev PL2; 19045 Rev PL2; 19046 Rev PL2; 19050 Rev PL1; 19051 Rev PL1; 19052 Rev PL1; 19053 Rev PL1; 19054 Rev PL1; 19055 Rev PL2; 19056 Rev PL1; 19057 Rev PL1; 19058 Rev PL1; 19059 Rev PL1; 19060 Rev PL1; 19061 Rev PL1; 19062 Rev PL1; 19063 Rev PL1; 19064 Rev

PL1; 19411 Rev PL1; 19413 Rev PL2; 19415 Rev PL1; 19416 Rev PL1; 19417 Rev PL1; 19418 Rev PL1; 19419 Rev PL1; 19421 Rev PL1; 19423 Rev PL2; 19424 Rev PL1; 19425 Rev PL1; 19426 Rev PL1; 19427 Rev PL1; 19428 Rev PL1; 19429 Rev PL1; 19430 Rev PL1; 19431 Rev PL1; 19432 Rev PL1; 19433 Rev PL1; 19434 Rev PL1; 19435 Rev PL1; 19440 Rev PL1; 19441 Rev PL1; 19442 Rev PL1; 19443 Rev PL1; 19445 Rev PL1

Supporting Documents: Design and Access Statement by Rick Mather Architects; Planning and Heritage Statement by Montagu Evans July 2015; Statement of Significance by Rick Mather Architects July 2015; Mechanical and Electrical Statement by Mott MacDonald July 2015; Energy Statement by Mott MacDonald September 2015; Sustainability Statement Mott MacDonald July 2015; Preliminary Ecological Assessment by Mott MacDonald July 2015; Internal Bat Inspection Report by Mott MacDonald July 2015; Noise Surveys & Assessments by Sandy Brown Associates LLP July 2015; Structural Report and Basement Impact Assessment, Construction Management Plan; Structural Report by Eckersley O'Callaghan July 2015; Historic Environment Assessment by MOLA July 2015; Transport Statement by Mott MacDonald; October 2015; Travel Plan by Mott MacDonald October 2015; Lighting Assessment by Mott MacDonald July 2015; Arboricultural Assessment by Ruskins July 2015; Statement of Community Involvement by Four Communications July 2015; Basement Impact Assessment Audit by Campbell Reith dated September 2015; Drainage Pro-forma by Infrastructure Design Studio dated 21st September 2015; Drainage Calculations by Infrastructure Design Studio dated 27th July 2015; Storm Drainage Summary by Infrastructure Design Studio dated 2nd October 2015

Reason:

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

- 4 All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall check the areas concerned immediately prior to the clearance works to ensure that no nesting or nest-building birds are present. If any nesting birds are present then the vegetation shall not be removed until the fledglings have left the nest.

REASON: All wild birds, their nests and young are protected during the nesting period under The Wildlife and Countryside Act 1981 (as amended).

- 5 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated including at least two specific nest boxes for black redstarts shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2015 and Camden Planning Guidance 2015 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy

- 6 No development shall take place until a Landscape and Habitat plan including planting schedules and an ecological management plan has been submitted to the Local Planning Authority and approved in writing. Such details shall include details of proposals for the enhancement of biodiversity, with particular reference to bats. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan 2015 and Camden Planning Guidance 2015 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Full details in respect of the plant climber in the area indicated on the approved drawings 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, planting medium and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the climber, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The plant climber 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.

- 8 Prior to the relevant part of the works commencing, details demonstrating how trees to be retained on site shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Design, Demolition and Construction". All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 All tree work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010. (Recommendation for Tree Work)

Reason: To ensure the preservation of the amenity value and health of the trees in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 10 The relevant part of the works shall not take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 11 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

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

- 12 A) No development shall take place until the applicant (or their heirs and successors in title) has secured the implementation of a programme of archaeological investigation in accordance with a Written Scheme of Investigation which has been submitted by the applicant and approved by the local planning authority in writing.
B) No development or demolition shall take place other than in accordance with the Written Scheme of Investigation approved under Part (A).
C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (A), and the provision made for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the

subsequent recording of the remains prior to development in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 13 Prior to installation of the proposed sustainable drainage system as approved (Planning Drainage Statement, Jul 2015 submitted as part of the approved BIA and 'Storm drainage - non technical summary', Oct 2015), including rainwater harvesting and soakaway, the following details must be submitted to the local planning authority and approved in writing:

a) full infiltration testing and report confirming whether the ground is suitable to support the proposed soakaway together with detailed design of the proposed sustainable drainage system

b) a lifetime maintenance plan demonstrating how the sustainable drainage system will be maintained

The sustainable drainage system as approved in accordance with the above details and within the approved Planning Drainage Statement, Jul 2015 shall be installed as part of the development to achieve a site-wide 12% reduction in run off rate and a 69% reduction in run off rate associated with the new-build elements of the scheme as stated in the approved details and shall thereafter retained and maintained in accordance with the approved maintenance plan.

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.

- 14 Prior to occupation, evidence that the system has been implemented in accordance with the approved details as part of the development shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

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.

- 15 Before occupation, details of cycle storage for 10x 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.

- 16 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

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

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

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 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.
- 5 The written scheme of investigation will need to be prepared and implemented by a suitably qualified archaeological practice in accordance with English Heritage Greater London Archaeology guidelines. It must be approved by the planning authority before any on-site development related activity occurs.
- 6 Planning permission does not guarantee that highways works will be implemented as such works are subject to further detailed design, consultation and approval by the Highway Authority.

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

Supporting Communities Directorate

Director of Supporting Communities

