

DATED *22nd December* 2016

(1) 254 KILBURN HIGH ROAD LLP

and

(2) HEMNALL LIMITED

and

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

AGREEMENT
relating to land known as

254 Kilburn High Road, London NW6 2BS

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

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

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FINAL 121216

THIS AGREEMENT is made the *22nd* day of *December* 2016

BETWEEN:

- i. **254 KILBURN HIGH ROAD LLP** (LLP Regn. No. OC386134) of 254 Kilburn High Road London NW6 2BS and whose registered office First Floor Kirkdale House Kirkdale Road Leytonstone London E11 1HP (hereinafter called "the Owner") of the first part
- ii. **HEMNALL LIMITED** (Co. Regn. No. 07342913) of Sealand House, Hemnall Street, Epping CM16 4LG (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL806238
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 3rd July 2015 and the Council resolved to grant permission conditionally under reference number 2015/2775/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee under a legal charge registered under Title Number NGL806238 and dated 14th November 2014 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low-cost housing including Affordable Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Units" the 8 (eight) Affordable Rented Housing Units and 7 (seven) Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing as shown on Plan 2
- 2.4 "Affordable Rented Housing" Affordable Housing Units to be occupied on the following basis:-

- (a) are let by a Registered Provider to households who are eligible for Affordable Rented Housing under the London Plan;
- (b) comply 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) ensure that the 2 (two) 2 Bed Affordable Rented Units in Block C of the Development are fully fitted for wheelchair accessibility in accordance with the latest Habinteg design guidance;
- (d) provides housing where the annual housing costs for each affordable rented home (including rent and service charge) shall:-
 - (i) be substantially below local market rent;
 - (ii) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden;
 - (iii) have regard to such caps on overall benefits that the Government may introduce
 - (iv) be no more than 50% of the market rent for the 1 and 2 bedroom units and 27% of the market rents for 3 bedroom units as confirmed by the Council in writing (save that the Registered Provider may seek the Council's agreement to a variation to such rental levels in the event of a material change in the market rents

2.5 "Affordable Rented Housing Units

the 8 (eight) units of Affordable Rented Housing forming part of the Development comprising 4 x 2

bed, 4 x 3 bed units as the same are shown shaded yellow on Plan 2

- 2.6 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.7 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.8 Commuted DAHC Sum means the sum of £773,800 (seven hundred and seventy three thousand and eight hundred pounds)
- 2.9 "the Construction Apprentice Default Contribution" the maximum aggregate sum of £30,000 (thirty thousand pounds) a sum made up of £7,500 per apprentice (for the four apprentices required on site) to be paid by the Owner to the Council in lieu of construction apprentice provision elsewhere should it not be provided as part of this Development
- 2.10 "the Construction Apprentice Support Contribution" the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
- 2.11 "Construction Management Plan" 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 and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(v) 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

2.12 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.13 "the Council's Considerate Contractor Manual"

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

2.14 "CHP Air Quality Assessment"

an assessment undertaken by the Owner which shall include the following information in respect of the energy centre provided as part of the Development:

- (a) technical details of any proposed combined heat and power (CHP) or combined cooling, heat and power (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 including confirmation that the plant will comply with Band B of the Mayor's emission standards (as set out in the Mayor's Sustainable Design and Construction SPG) and details of any necessary NO2 abatement mechanisms;

- (j) provision of a plans and elevations showing the termination point of all exhaust stacks associated with the energy centre ensuring the exhaust stack shall be located away from open-windows and air inlet vents to minimise the opportunity for NO2 levels to contaminate air intakes for any site ventilation systems; and
- k) modelled data to evidence that NO2 levels at the ventilation inlet are below 40 micrograms per meter cubed.

2.15 "Deferred Affordable
Housing Contribution"

the maximum sum of £3,095,200 (three million ninety five thousand and two hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden

2.16 "Deficit"

a negative figure or figure of zero produced from either of the Viability Assessments by taking the residual site value of the Development and subtracting the Benchmark Land Value sum of £6,500,000 (six million five hundred thousand pounds)

2.17 "the Development"

Redevelopment of the site (following demolition of existing buildings) to provide a mixed use development, comprising the erection of six storey building (with set back top floor) to provide 955 sqm of commercial space (Classes B1 and B8) and 60 dwellings plus cycle parking, 2x disabled car parking bays, refuse/recycling facilities and access together with landscaping including outdoor amenity space as shown on drawing numbers (Prefix 12066-) S.00-A, GA.00-A; GA.01-C, GA.02-C, GA.03-B, GA.04-B, GA.05-A, GA.06-A, GE.01, GE.02, GE.03, GE.04, GS.00, GS.01; Viability Assessment by Savills dated 18/05/2015; Design and Access Statement by Claridge Architects dated March 2015; Planning Statement by CMA Planning dated May 2015; Air Quality Assessment by entran dated 06/03/2014; Air Quality Addendum by entran dated 28/11/2014; Air Quality Planning Checklist; Arboricultural Impact Assessment by PJC Consultancy dated 29/05/2014; BREEAM assessment by Price and Myers dated 24/03/2015; Construction Logistics Plan by Price and Myers dated March 2015; Code for Sustainable Homes Pre-Assessment Report date 24/03/2015; Daylight and Sunlight Report by GL Hearn dated 24 March 2015; Extended Phase 1 Habitat Survey by PJC Ecology dated 2014; Energy Strategy Report by Price and Myers dated 27/03/2015; Flood Risk Assessment by Price and Myers dated March 2015; Geo-Environmental Desk Study by Jomas dated 16/09/2013; Noise Assessment by entran dated 03/04/2014; Surface Water Drainage Proforma by Price and Myers dated June 2015.

2.18 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.6 of this Agreement through (but not be limited to) the following:-

- i. ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- ii. to ensure a 20% local employment target during the Construction Stage;
- iii. to ensure the provision of 4 construction apprentices;
- iv. ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- v. commit to following the Local Procurement Code

2.19 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon

energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled Energy Strategy Report and dated 28 March 2015 by Price & Myers to achieve a reduction in CO2 emissions beyond the Part L 2013 baseline;
- (a) further details (including detailed drawings, any necessary surveys and system specifications) 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 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (b) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (d) the incorporation of a Combined Heat and Power (CHP) system of a size and specification to be agreed by the Council, including details and method of installation of CHP unit(s) and full energy calculations justifying the size of the CHP and limiting the use of electricity for any heating as reasonable;
- (e) a CHP Air Quality Assessment;

- (f) provision of a meter on the CHP unit so the Council can monitor how much energy is being derived from CHP;
- (g) measures to enable future connection to a local energy network at the boundary of the Property including:
 - safeguarded space for a future heat exchanger;
 - provisions made in the building fabric/design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
 - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
- (h) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage (SAP (for residential) and/or NCM (for non-residential) calculations) 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;

- (i) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) 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
- (j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.20 "the Environmental Improvement Contribution"

the sum of £80,000 (eighty 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 in the event of receipt for the provision of various pedestrian and wider public realm improvements in the vicinity of the Development

2.21 "the Existing Buildings"

the existing buildings at 254 Kilburn High Road, London NW6 2BX

2.22 "the Highways Contribution"

the sum of £5,000 (five 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 in event of receipt for the

carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

(a) repaving of the public highway adjacent to the Public Highway;

(b) any other works the Council acting reasonably requires as a direct result of the Development

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.23 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.24 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.61 of the London Plan (subject to annual reviews) to include Shared Ownership and other intermediate products as agreed in writing by the Council

2.25 "Intermediate Housing Scheme"

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

- (a) Shared Ownership with an initial equity share offer of at least 25 percent and a rent level of up to 2 percent (per annum) on the retained equity (unless otherwise agreed in writing by the Council) such levels to be retained in perpetuity subject to incremental increases linked to the Retail Price Index in accordance with Homes and Communities Agency guidance
- (b) for all other Intermediate Housing products provision will be on terms to be agreed by the Council in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)

2.26 "Intermediate Housing Units"

the 7 (seven) units of Intermediate Housing forming part of the Development comprising 4 x 1 bed size unit and 3 x 2 bed unit the same as shown edged green on Plan 2

2.27 "King's Cross Construction Centre"

the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry

- 2.28 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.29 "Local Procurement Code" the code annexed to the Second Schedule hereto
- 2.30 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.31 "the Parties" mean the Council the Mortgagee and the Owner
- 2.32 "Plan 1" annexed plan showing the Property outlined in red
- 2.33 "Plan 2" annexed plan showing the Affordable Housing Units in the Property shaded yellow and green
- 2.34 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 20th June 2014 under reference number 2015/2775/P
- 2.35 "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

- 2.36 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.37 "the Property" the land known as 254 Kilburn High Road, London NW6 2BX the same as shown shaded grey on the Plan 1 annexed hereto
- 2.38 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.39 "the Public Open Space Contribution" the sum of £89,303 (eighty nine thousand pounds three hundred and three pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.40 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.41 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.42 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

SAC
HTS

[Handwritten signature]

CLINDGEARCHITECTS

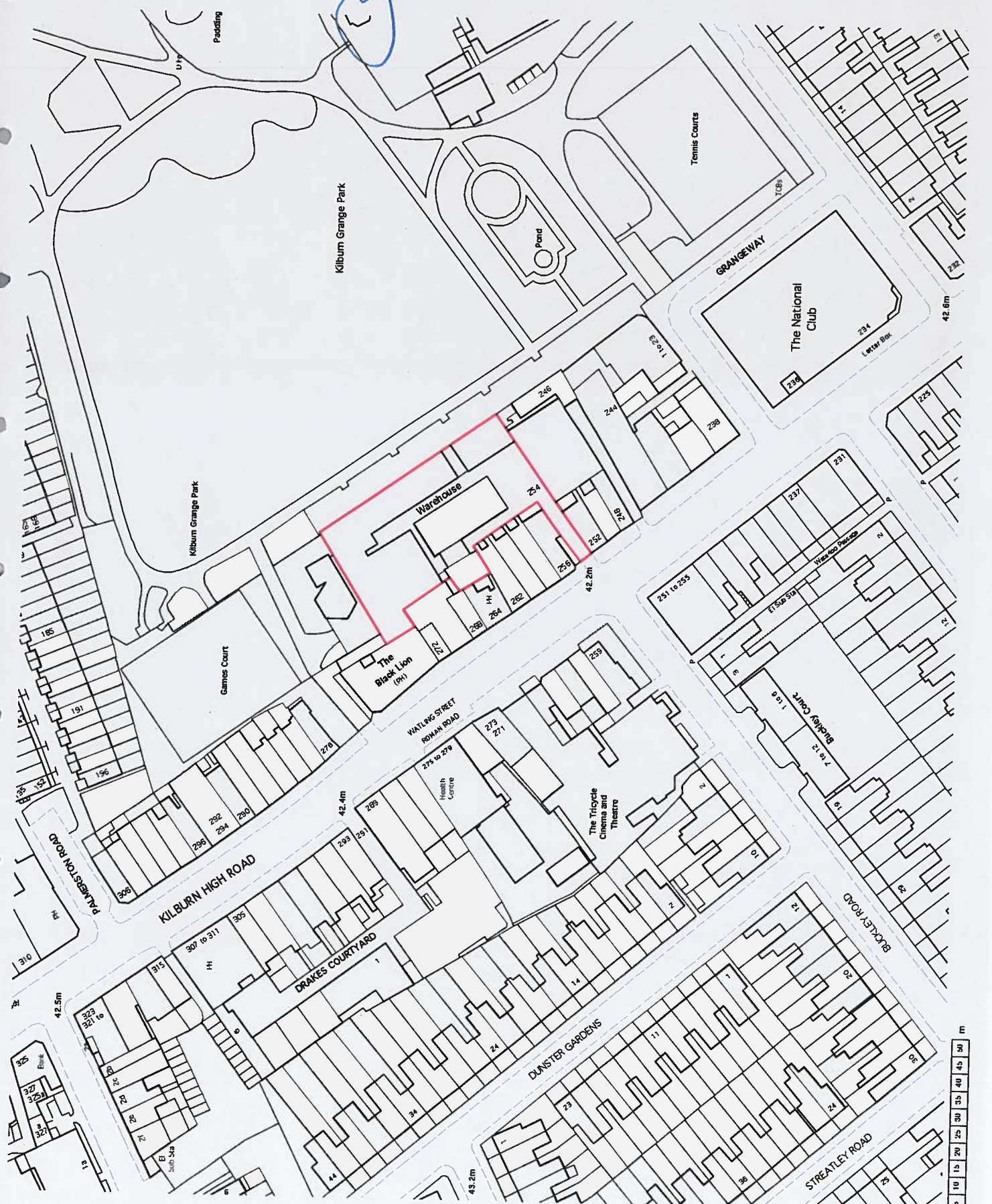
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FIRM 254 Kilburn High Road LLP

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NO.	DATE	DESCRIPTION
1	10/01/15	Site boundary
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PROJECT	254 Kilburn High Road
TITLE	Location Plan
DATE	10/01/15
SCALE	1:1000
NO.	12068
DATE	10/01/15
SCALE	S.00
NO.	A



10/1/77

CMA Planning
113 The Timberyard
Drysdale Street
London
N1 6ND

Application Ref: 2015/2775/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:
254 Kilburn High Road
London
NW6 2BS

DECISION
Proposal:

Redevelopment of the site (following demolition of existing buildings) to provide a mixed use development, comprising the erection of six storey building (with set back top floor) to provide 955 sqm of commercial space (Classes B1 and B8) and 60 dwellings plus cycle parking, 2x disabled car parking bays, refuse/recycling facilities and access together with landscaping including outdoor amenity space.

Drawing Nos: (Prefix 12066-) S.00-A, GA.00-A; GA.01-C, GA.02-C, GA.03-B, GA.04-B, GA.05-A, GA.06-A, GE.01, GE.02, GE.03, GE.04, GS.00, GS.01; Viability Assessment by Savills dated 18/05/2015; Design and Access Statement by Claridge Architects dated March 2015; Planning Statement by CMA Planning dated May 2015; Air Quality Assessment by entran dated 06/03/2014; Air Quality Addendum by entran dated 28/11/2014; Air Quality Planning Checklist; Arboricultural Impact Assessment by PJC Consultancy dated 29/05/2014; BREEAM assessment by Price and Myers dated 24/03/2015; Construction Logistics Plan by Price and Myers dated March 2015; Code for Sustainable Homes Pre-Assessment Report date 24/03/2015; Daylight and Sunlight Report by GL Hearn dated 24 March 2015; Extended Phase 1 Habitat Survey by PJC Ecology dated 2014; Energy Strategy Report by Price and Myers dated 27/03/2015; Flood Risk Assessment by Price and Myers dated March 2015; Geo-Environmental Desk Study by Jomas dated 16/09/2013; Noise Assessment by entran dated 03/04/2014; Surface Water Drainage Pro-forma by Price and Myers dated June 2015.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix 12066-) S.00-A, GA.00-A; GA.01-B, GA.02-B, GA.03-B, GA.04-B, GA.05-A, GA.06-A, GE.01, GE.02, GE.03, GE.04, GS.00, GS.01.

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

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of all windows (including jambs, head and cill) and external doors;

b) Typical plan, elevation and section drawings of balustrading and privacy screens to terraces and balconies;

c) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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 of the London Borough of Camden Local Development Framework Development Policies.

- 4 A sample panel (1.5 x 1.5m) 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 policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

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

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

- 6 No development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition), shall 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 the following:

- a. lighting to the commercial amenity space and on-site public areas;
- b. external CCTV and security monitors/fixtures;
- c. layout and landscaping of the commercial amenity space;
- d. the courtyard planters including sections, materials and finishes and planting schedules including a detailed scheme of maintenance and irrigation;
- e. tree planting and other soft landscaping
- f. samples of all ground surface materials and finishes

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 policy CS14 and policy 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.

- 7 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, prior to the occupation for the permitted use 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 & 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.

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

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

- 9 At least 28 days before development commences (other than site clearance & preparation, relocation of services, utilities and public infrastructure, but prior to removal of any soil from the site),:

(a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and

(b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures shall be submitted to and approved by the local planning authority in writing.

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

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local

Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 10 Before the development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition), commences, details of secure and covered cycle storage area for 85 cycles shall be submitted to and approved by the local planning authority. The approved storage areas shall be provided in their 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.

- 11 Prior to first occupation of flats 111, 212, 312, 412, 510 details of privacy measures, shall be submitted to and approved in writing by the local planning authority. Such details to include:
- a. Privacy measures to the roof terraces serving flats 111, 212, 312, 412, 510 to protect the privacy of the future occupiers of the flats proposed at No. 248 Kilburn High Road.

All such measures shall be implemented in accordance with the approved details prior to first occupation of the development and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Prior to occupation of the development the refuse and recycling storage facilities intended for its occupiers as shown on the drawings hereby approved shall be provided. All refuse and recycling storage facilities shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 13 Prior to the commencement of development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition), a plan showing details of the brown roof including a section at scale 1:20, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The brown roof shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the brown roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to commencement of development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition) details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on a 1:100 year event with 30% provision for climate change demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

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

- 15 Prior to commencement on the development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition), details of bird, bat and insect box locations and types and indication of species to be accommodated 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 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 16 The trees adjoining the application site in Kilburn Grange Park, shall be retained and protected from damage in accordance with the approved protection details. Protection measures shall be put in place prior to the commencement of any works on site.

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.

- 17 The development shall be carried out in accordance with the noise mitigation measures to ensure acceptable internal noise levels within the proposed residential units as set out in the Noise Assessment by Entran Environmental and Transportation dated 3 April 2014 and no unit shall be occupied until the mitigation measures relevant to that unit have been installed.

Reason: To safeguard the amenities of the future occupants of the development in accordance with the requirements of policy CS6 of the London Borough of Camden

Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 18 Prior to use of any plant full details of all plant, including details of sound attenuation and an acoustic report shall be submitted to and approved in writing by the local planning authority. The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the local planning authority.

Reason: To safeguard the amenities of the neighbouring premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 19 Prior to commencement of development (other than site clearance & preparation, relocation of services, utilities and public infrastructure and demolition) full details of pedestrian, cyclist and vehicles access to the site including any gate or means of enclosure shall be submitted to and approved in writing by the local planning authority.

The development shall not be carried out otherwise than in accordance with any approval given and shall thereafter be maintained in effective order to the reasonable satisfaction of the local planning authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 20 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 21 Units 111 and 212, as indicated on the plans hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (3) 2b accessible.

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

Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 22 Units 101, 102, 201, 301, 401, and 501, as indicated on the plans hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (3) 2a adaptable.

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

- 23 All units hereby approved shall be designed and constructed, in accordance with Building Regulations Part M 4 (2).

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

- 24 The windows hereby approved on the south east elevation at first floor level to fourth floor level serving bedrooms at units 111, 212, 312, and 412 shall be fixed shut and obscurely glazed and retained as such thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

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 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website

www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 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 proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 7 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.

- 8 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 9 Thames Water will aim to provide customers with a minimum pressure of 10m head (approximately 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development. You are advised to incorporate a non-return valve or other suitable device to avoid risk of backflow should the sewerage network surcharge to ground level during storm conditions.
- 10 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5, or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 11 With regard to condition 9 above the preliminary risk assessment is required in accordance with CLR11 model procedures for management of contaminated land and must include an appropriate scheme of investigation with a schedule of work detailing the proposed sampling and analysis strategy. You are advised that the London Borough of Camden offer an Enhanced Environmental Information Review available from the Contaminated Land Officer (who has access to the Council's historical land use data) on 020 7974 4444, or by email, <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-contaminated-land-officer.en>, and that this information can form the basis of a preliminary risk assessment. Further information is also available on the Council's Contaminated Land web pages at <http://www.camden.gov.uk/ccm/navigation/environment/pollution/contaminated-land/>, or from the Environment Agency at www.environment-agency.gov.uk.

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

Executive Director Supporting Communities

- 2.43 "Residents Parking Permit" A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.44 "Shared Ownership" a low-cost home ownership programme managed in accordance with Communities and Local Government and Homes and Communities Agency guidance and requirements under which a Registered Provider develops new properties or refurbishes existing properties which are made available as Affordable Housing on the basis of part rent and part sale
- 2.45 "Surplus" a positive figure produced from either of the Viability Assessments by taking the residual site value of the Development and subtracting the Benchmark Land Value sum of 6,500,000 (six million five hundred thousand pounds)
- 2.46 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- (a) achieve the targets set out in the submission document entitled Energy Strategy Report and dated 27th March 2015 by Price and Myers and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and

Development Policy DP22 (Sustainable design and construction);

- (b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- (c) include 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 (and 'Excellent' from 2016) rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;
- (d) include a pre-Implementation review by an appropriately qualified recognised and independent professional 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;
- (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (f) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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; and

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

2.47 "the Travel Plan Monitoring Contribution"

the sum of £3,061 (three thousand and sixty one 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

2.48 "the Travel Plan Co-ordinator"

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

2.49 "The Travel Plan"

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:-

- (a) the elements set out in the Third Schedule hereto;
- (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;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (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
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.50 "the Viability Assessments"

assessments to be undertaken by the Owner and submitted to the Council prior to

Implementation AND following the issue of the Certificate of Practical Completion in accordance with the terms of this Agreement such assessment to:-

- (a) be presented substantially in the same form as the Owner's viability assessment submitted as part of the validated Planning Application entitled Viability Assessment by Savills dated 18th May 2015 or such other form as agreed by the Council in writing; and
- (b) be based on the same percentage developer's return on market housing value 20% and the same percentage contractor's return on affordable housing cost as the Owner's viability assessment submitted as part of the validated Planning Application 6% or such alternative percentages as agreed by the Council in writing

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

- (c) a copy of the Owner's viability assessment submitted as part of the validated Planning Application entitled Viability Assessment by Savills dated 18th May 2015 showing the residual value of the Development as £6,201,408 (six million two hundred and

one thousand four hundred and eight pounds);

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

related to Affordable Housing or any other aspect of the Development;

(h) any further information the Council acting reasonably requires

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall be 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 **AFFORDABLE HOUSING**

- 4.1.1 Prior to Implementation to submit to the Council for approval the Intermediate Housing Scheme.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Intermediate Housing Scheme as demonstrated by written notice to that effect.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other for the provision of Intermediate Housing for occupation in accordance with the Intermediate Housing Scheme as the case may be.
- 4.1.5 Not to occupy or allow occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in

accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.2 CAR-FREE

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

4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 above will remain permanently.

On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 of this Agreement.

4.3 COMMUTED DAHC SUM

4.3.1 On the completion of this Agreement and subject to the provisions of clause 4.3.9 post the Owner will pay to the Council the Commuted DAHC Sum.

4.3.2 If the Owner Implements the Development and proceeds to complete works to the foundations of the Development within 18 months of the date of this Agreement then the provisions of clause 4.5 shall be void and have no further effect.

4.3.3 In the event that the Owner does not Implement within 18 months of the date of this Agreement OR Implements the Development and then fails to complete the foundations to the Development within 18 months of the date of this Agreement then:

(a) the provisions of clause 4.5 shall continue to apply; and

(b) in calculating the Deferred Affordable Housing Contribution payable under clause 4.5 the payment of the Commuted DAHC Sum made by the Owner under this clause shall be taken into account and the Owner shall be liable to pay to the Council the whole of any Deferred Affordable Housing Contribution calculated in accordance with clause 4.5 AND for the avoidance of doubt there will be no obligation on the Council to repay the Commuted DAHC Sum following such calculation.

- 4.3.4 The Owner further agrees and declares that the Development can viably (in accordance with the definition set out in the National Planning Practice Guidance) provide 25% of the total gross external floor area of the residential accommodation as Affordable Housing in addition to paying the Commuted DAHC Sum to the Council and the Owner expressly agrees that such acknowledgement shall be taken into account in relation to any future assessment of viability at the Development.
- 4.3.5 The Owner further agrees and declares that it will not make nor permit the making of an appeal application to the Secretary of State under section 78 or other part of the Act.
- 4.3.6 Subject to a formally given written agreement for an extension of time by the Council the Owner agrees to ensure the issue of the Certificate of Practical Completion and for Occupation to have commenced within 24 months of the date of Implementation.
- 4.3.7 In the event of an application for judicial review of the Planning Permission the eighteen (18) month period stated in 4.3.2 and 4.3.3 will be extended to run from the conclusion of any such judicial review proceedings that leaves in place the Planning Permission.
- 4.3.8 The Owner agrees not to seek repayment of the Commuted DAHC Sum in the event of the Planning Permission (as may be varied) in relation to this Development not being Implemented.
- 4.3.9 In the event of the Court quashing the Planning Permission consequent upon Judicial Review the Council will forthwith return to the Owner the Commuted DAHC Sum.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.4.2 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.
- 4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 DEFERRED AFFORDABLE HOUSING CONTRIBUTION

- 4.5.1 The Parties agree that notwithstanding the remaining clauses in 4.4 of this Agreement, the Owner may at any time following Implementation pay the Council the Deferred Affordable Housing Contribution in full.
- 4.5.2 To submit the Viability Assessments to the Council for approval in writing either:-
- (a) on the date of issue of the Certificate of Practical Completion; or
 - (b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales for no less than twenty residential units forming part of the Development and provides sufficient information to the Council to evidence the same.

- 4.5.3 Not to complete on the sale of more than twenty residential units until such time as the Viability Assessments has been submitted to the Council for approval in writing.
- 4.5.4 Upon the issue of the approval of either Viability Assessment the Council will provide to the Owner the following:-
- (a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Viability Plan; and
 - (b) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of Clause 4 of this Agreement as being recoverable from the Deferred Affordable Housing Contribution under the terms of this Agreement.
- 4.5.5 If the Assessment Certified Sum exceeds the payment made under clause 2.45(f) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.5.6 In the event the approved Viability Assessments shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.5.7 In the event the Viability Assessments shows a Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.
- 4.5.8 In the event the Viability Assessments shows a Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.
- 4.5.9 The Owner shall within 28 days of receipt of the Viability Certified Sum pay to the Council the sum specified within the Viability Certified Sum.
- 4.5.10 Not to Occupy or permit Occupation of any more than twenty residential units until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.6 ENVIRONMENTAL IMPROVEMENT CONTRIBUTION

- 4.6.1 Prior to the Implementation Date to pay to the Council the Environmental Improvement Contribution in full.
- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Environmental Improvement Contribution in full.

4.7 EMPLOYMENT AND TRAINING PLAN

- 4.7.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.
- 4.7.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan.

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.8.1 Prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.8.2 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.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.9 HIGHWAYS CONTRIBUTION

- 4.9.1 Prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.9.2 Prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.9.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.9.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.9.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.

4.9.6 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.

4.9.7 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.

4.10 LOCAL EMPLOYMENT

4.10.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure that no less than 20% of the work force is comprised of residents of the London Borough of Camden.

4.10.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 above the Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures to ensure:-

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

4.9.3 The Owner shall ensure that at all times during the Construction Phase no less than four construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) paid at a rate not less than the national minimum wage.

4.9.4 Notwithstanding the provisions in clauses 4.9.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction.

4.9.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

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

4.10 LOCAL PROCUREMENT

4.10.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.10.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.10.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.10.4 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.11 PUBLIC OPEN SPACE CONTRIBUTION

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

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

4.12 SUSTAINABILITY PLAN

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

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

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

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

4.13 TRAVEL PLAN

4.13.1 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

4.13.2 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.

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

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to the 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 2015/2775/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 Planning Permission reference 2015/2775/P.
- 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 reference 2015/2775/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties

other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

- 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.

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 2015/2775/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver

appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2015/2775/P for the Default Notice to be properly served:-

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;

- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Head of Legal Services.

6.11 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-

- i. exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto); or
- ii. has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),

shall be released from the obligations of Clause 4.1.

6.12 The relevant Registered Provider shall apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

7. MORTGAGEE EXEMPTION

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

8. RIGHTS OF THIRD PARTIES

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

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

THE COMMON SEAL OF/)
EXECUTED AS A DEED BY)
254 KILBURN HIGH ROAD LLP)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

[Handwritten signature in blue ink]

.....
Director

JAC

[Handwritten signature in blue ink]

.....
Director/Secretary

HITS

EXECUTED as a Deed)
By HEMNALL LIMITED)
by)
in the presence of:-)

[Handwritten signature in blue ink]

.....

JAC

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

[Handwritten signature in black ink]

.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma construction management plan to be used by the Owner to prepare and submit the Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

The Owner should use the Minimum Requirements (also available at the link above) as guidance for what is required in the Construction Management Plan.

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

THE SECOND SCHEDULE

LOCAL PROCUREMENT CODE

1. INTRODUCTION

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

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

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

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

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

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

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

2.1 **Actions & Responsibilities of Main Contractor**

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

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

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

Full contact details of all subcontractors appointed (whether local or from elsewhere)

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

2.2 Actions And Responsibilities of Sub-Contractors

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

- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

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

Fitting out by tenants

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

Facilities Management

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

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

THE 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.

DATED

22nd December

2016

(1) 254 KILBURN HIGH ROAD LLP

and

(2) HEMNALL LIMITED

and

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

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

254 Kilburn High Road, London NW6 2BX

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

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Social and Affordable Rent Units

CLARIDGEARCHITECTS

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REV	DATE	NOTES
C	05.10.15	Alteration of Apt. 109
B	04.09.15	Optimisation of living spaces
A	30.07.15	Site boundary

PROJECT	254 Kilburn High Road
TITLE	First Floor Plan
STATUS	Planning - New Application
DRAWN	AB
CHECKED	JW

DATE	05.10.15	SCALE	1:100	PROJECT NO.	12066	REVISION	GA.01	BY	C
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254 Kilburn High Road

The Black Lion (PH)



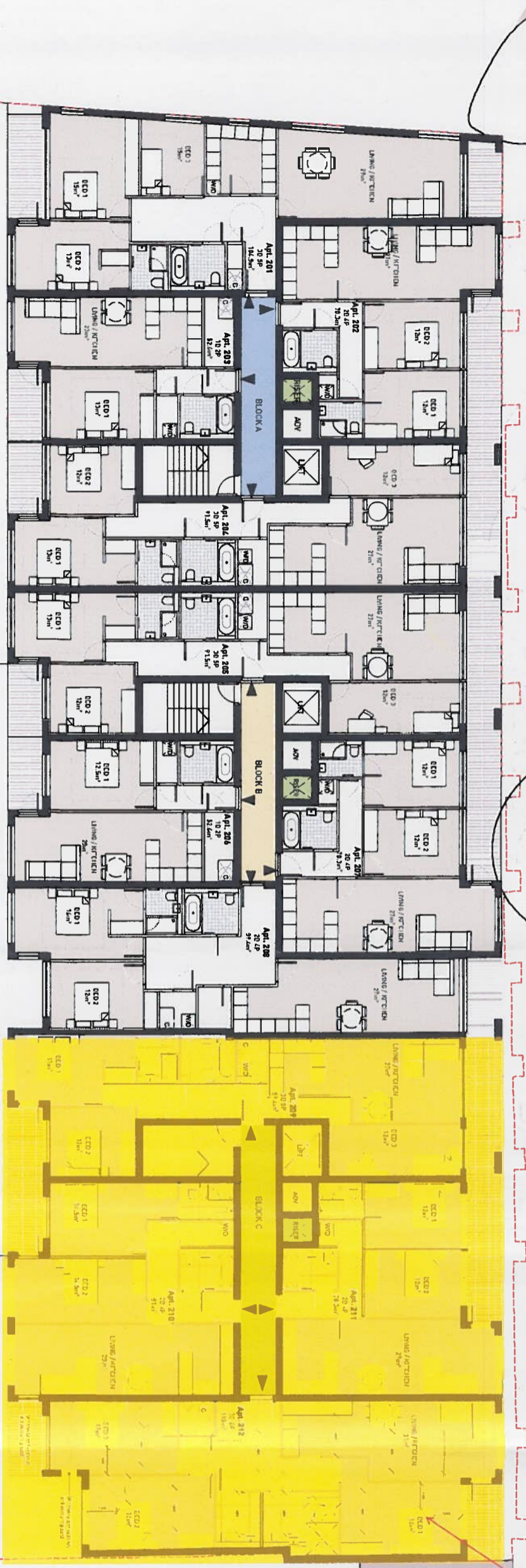
6/10/19

10/10/19

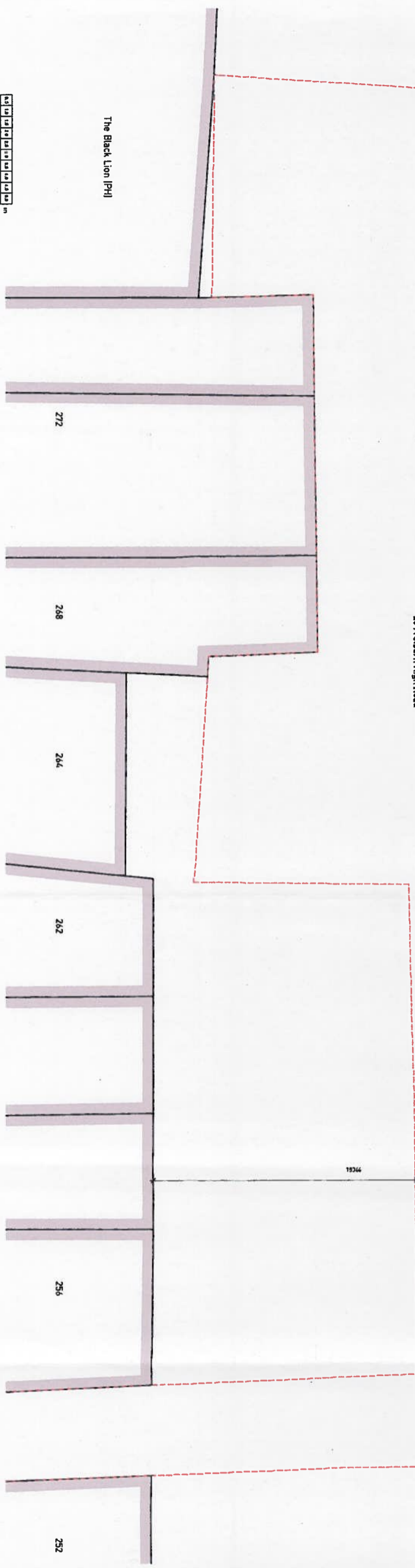
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Social and Affordable
Rent Units

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254 Kilburn High Road



The Black Lion (PH)



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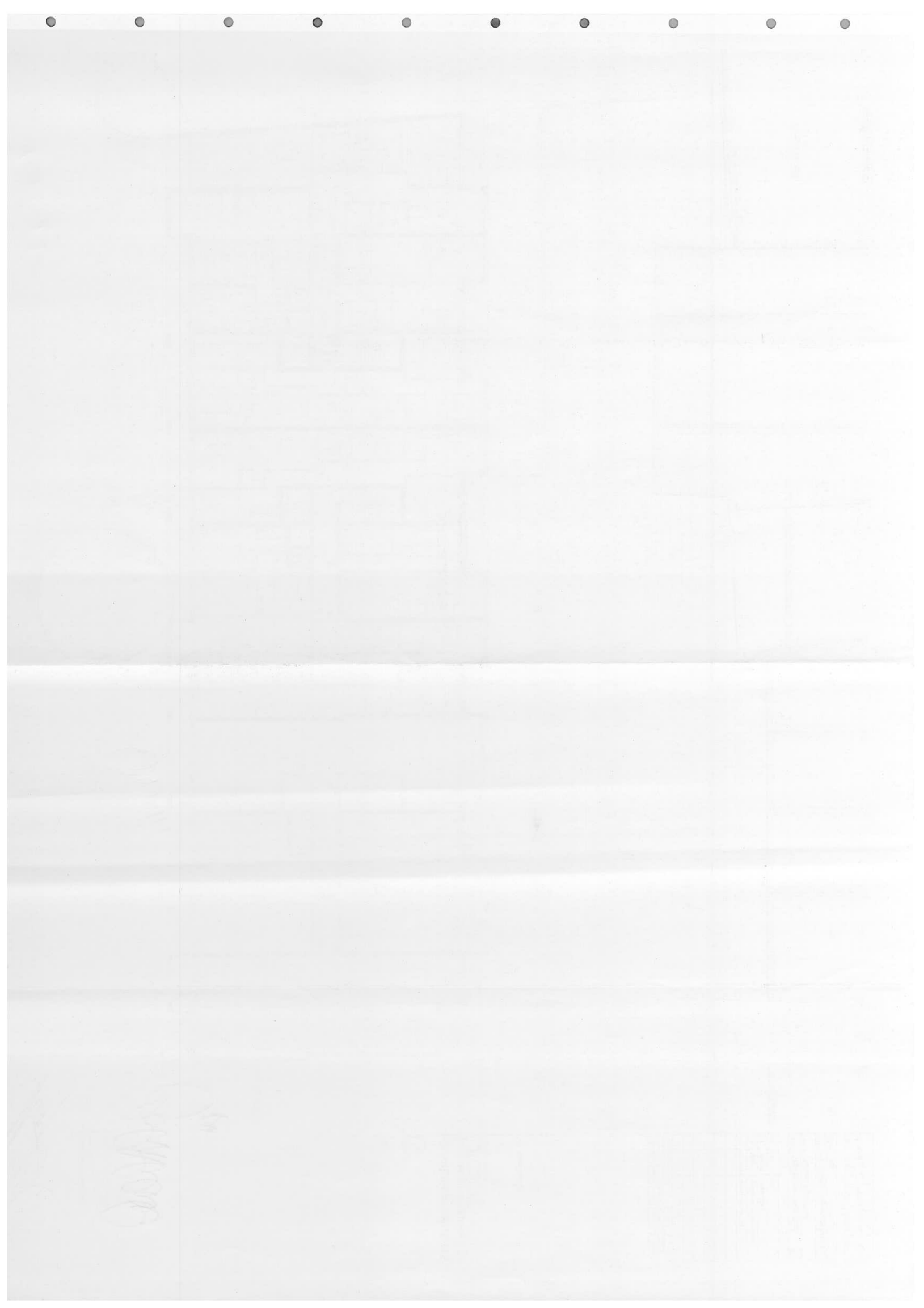
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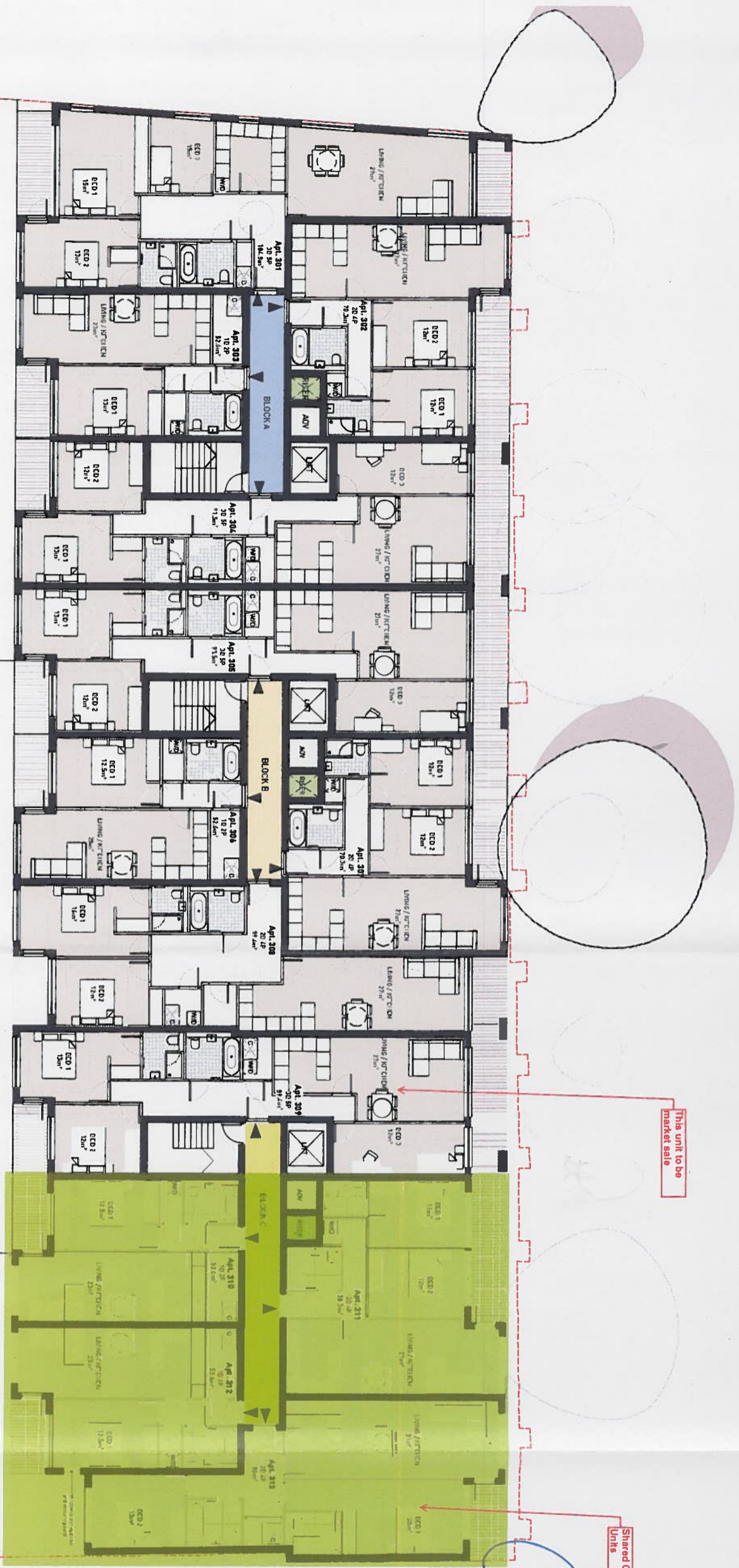
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REV	DATE	NOTES
A	30/07/15	Siteboundary
B	04/09/15	Optimisation of living spaces
C	05/10/15	Alteration of Apt. 210

PROJECT	254 Kilburn High Road
TITLE	Second Floor Plan
STATUS	Planning - New Application
DRAWN	AB
CHECKED	JW

DATE	SCALE	PROJECT NO.	EXAMINATION	REVISION
05.10.15	1:100	A1	12066 GA.02	C





This unit to be market sale

Shared Ownership Units

Handwritten signature in blue ink

Handwritten signature in black ink



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FOR Aitch Group

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REV	DATE	NOTES
A	30/07/15	Site boundary
B	04/09/15	Optimisation of living spaces

PROJECT 254 Kilburn High Road
 TITLE Third Floor Plan
 STATUS Planning - New Application
 DRAWN AB checked JYV

DATE	SCALE	PROJECT NO.	COMMISSIONER	REVISION
04.09.15	1:100	12066	GA.03	B

The Black Lion (PH)

272

268

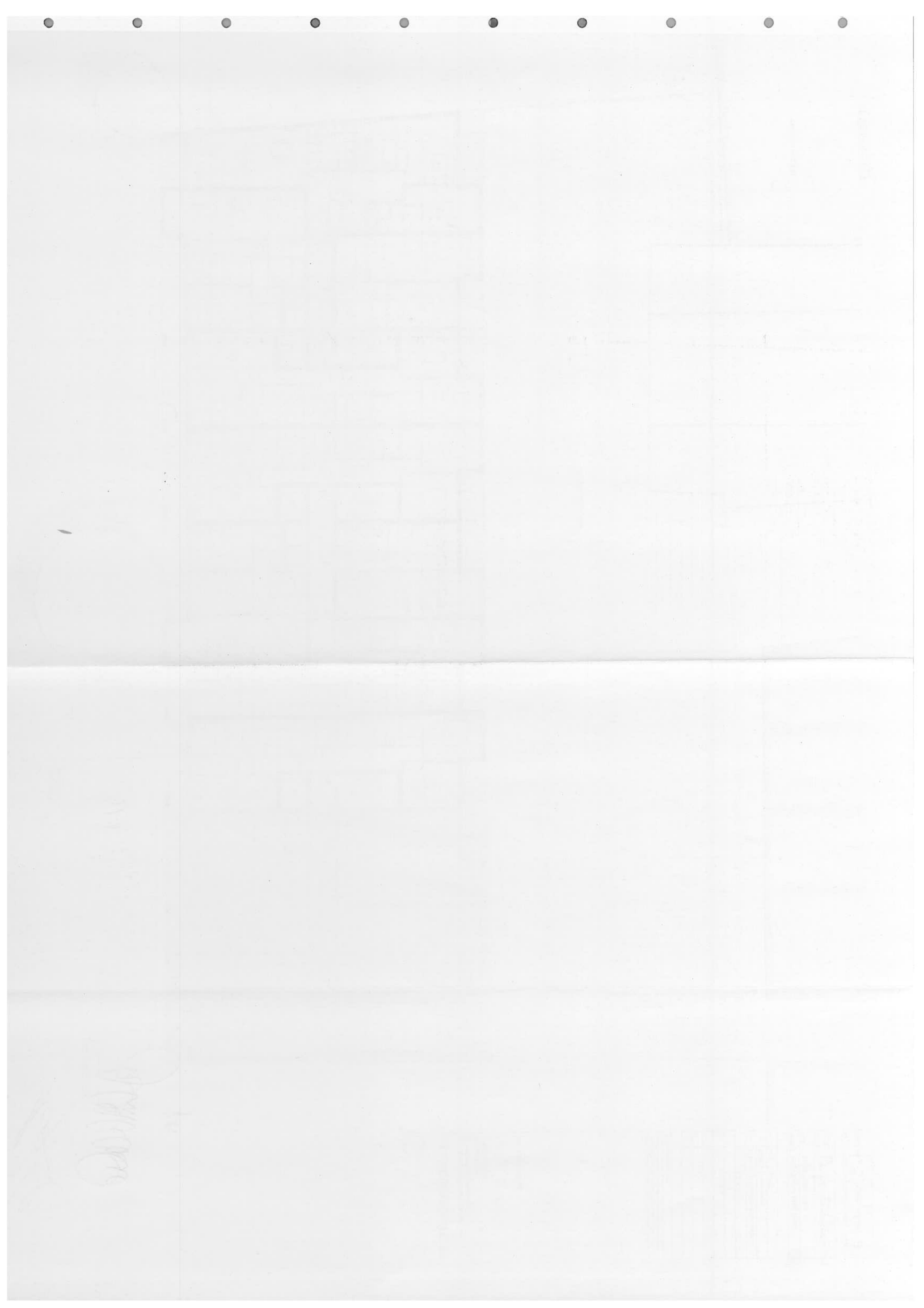
264

262

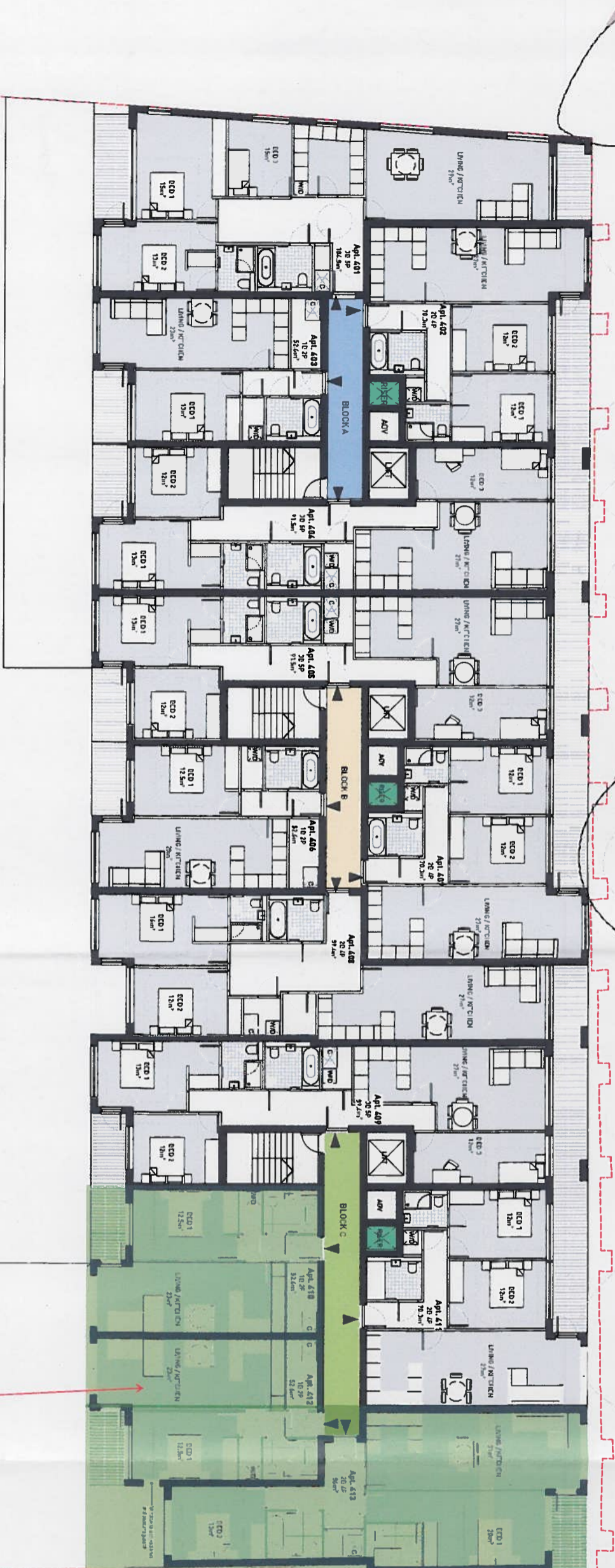
256

252

254 Kilburn High Road

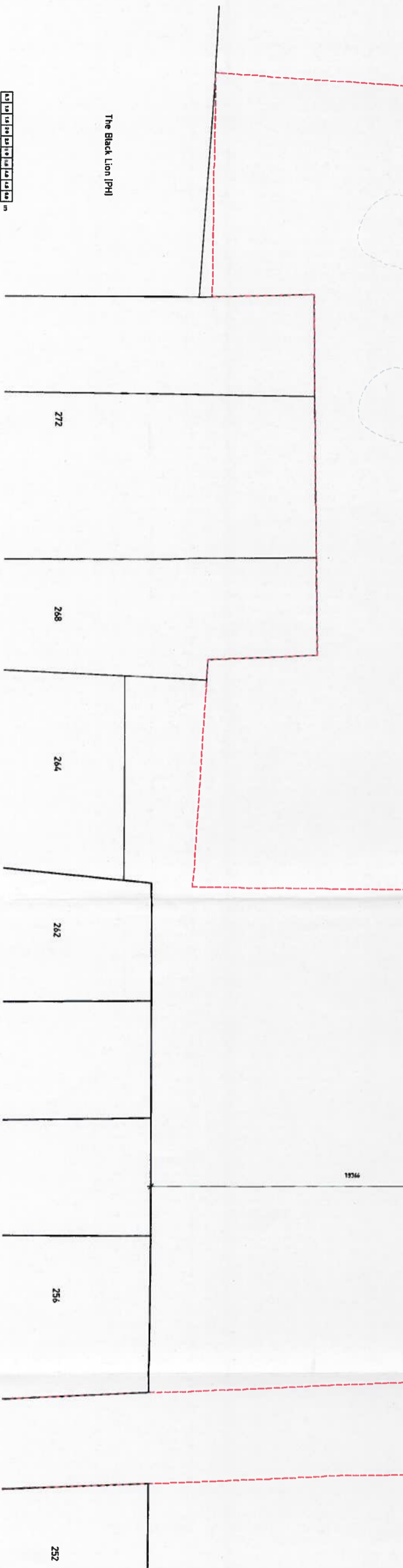


[Handwritten signatures and initials]



254 Kilburn High Road

The Black Lion (PH)



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NO.	DATE	NOTES
A	30/07/15	Site boundary
B	04/09/15	Optimisation of living spaces

PROJECT	254 Kilburn High Road
TITLE	Fourth Floor Plan
STATUS	Planning - New Application
DRAWN	AB
CHECKED	JW

DATE	SCALE	REVISION NO.	ISSUED BY	DESCRIPTION
04.09.15	1:100	B	AB	12066 GA.04
		A1		B

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