

DATED *22nd December* 2016

(1) CHARLOTTE STREET PROPERTY LIMITED

and

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

**A G R E E M E N T**

relating to land to the rear of  
77-79 Charlotte Street and 5 Tottenham Mews, London W1T 4PW  
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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CLS/COM/PM/1781.255

FINAL 020816  
2015/1076/P

THIS AGREEMENT is made the *2nd* day of *December* 2016

BETWEEN:

i. CHARLOTTE STREET PROPERTY LIMITED (incorporated in British Virgin Islands) whose address for service in the UK is 62 Grosvenor Street London W1K 3JF (hereinafter called "the Owner") of the first part

ii. THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of the Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers LN122166 and LN123864.

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 validated on 31<sup>st</sup> March 2015 under reference number 2015/1076/P.

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.

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 Social 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 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.4 "the Burland Category of Damage" an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Fourth Schedule annexed hereto

2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.6 "the Construction Apprentice Default Contribution" the sum of £15,000 (fifteen thousand pounds) (being £7,500 per construction apprentice required on the site) to be paid by the Owner to the Council in lieu of construction apprentice provision.

2.7 "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

2.8 "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 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 demolition of the existing buildings or structures on the Property and the building out of the Development;

(ii) incorporation of the provisions set out in the First Schedule annexed hereto

(iii) incorporation of the provisions set out in the Second Schedule annexed hereto

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(iv) proposals to ensure there are no adverse effects on the Conservation Area features

(v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

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

2.9 "the Construction Phase"

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE not to be unreasonably withheld or delayed (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase

include the following key stages:-  
 submitted with the Planning Application and to Consulting Engineers Ltd dated 13 July 2013 Construction Impact Assessment By MLM Properties as described in the Basement stability of the Property and Neighbouring with the objective of maintaining the structural be undertaken and put in place by the Owner programme of detailed mitigating measures to the water environment and to provide a Development on Neighbouring Properties and minimising any or all impacts of the forming part of the Development with a view to the design and construction of the basement a plan setting out detailed information relating to

2.11 "Detailed Basement Construction Plan"

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

2.10 "the Council's Considerate Contractor Manual"

with the Council in advance of any appointment);

and,

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

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

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

and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(viii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;



(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the

(iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);



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plans and drawings as approved by the building control body;

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

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

(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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; and,

(viii) further details and explanation of ground movement analysis calculations to be provided with confirmation from the Basement Design Engineer that ground movement would be no greater than the thresholds predicted in the Basement Construction Impact Assessment by MLM Consulting Engineers Ltd dated 13 July

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design plans.

a view to addressing these matters in the revised directly with the Basement Design Engineer with outlined in the report and thereafter be raised Certifying Engineer then these to be clearly errors or discrepancies be raised by the Construction Plan AND should any omissions, achieve the objectives of the Detailed Basement clauses (i)-(vii) above and are sufficient to and correctly incorporated the provisions of sub- terms of this Agreement and have appropriately been formulated in strict accordance with the Council confirming that the design plans have plans and offer a 2 page review report to the for the Certifying Engineer to review the design

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unreasonably withheld or delayed; and,

WRITTEN APPROVAL IN ADVANCE not to be SUBMITTED TO THE COUNCIL FOR THE CERTIFYING ENGINEER TO BE FOR DETAILS OF THE APPOINTMENT OF Development ("the Certifying Engineer") AND construction commensurate with the having relevant experience of sub-ground level from a recognised relevant professional body of geotechnical and/or structural engineering) suitably certified engineer (qualified in the fields the Owner to appoint a second independent

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2013 submitted with the Planning Application AND if necessary to include details of the necessary mitigation measures to be set in place in the event that ground movements are found to be greater than predicted.

5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.

6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.12 "the Development"

Demolition of existing buildings and erection of a new part four, part five and part six storey building plus double basement to provide 4 x flats (1 x 1 bed; 3 x 3 beds) along with B1 and B1c floorspace as shown on drawing numbers: Site location plan; Existing drawings - 2128/0199 Rev A; 0200 Rev A; 0201 Rev A; 0202 Rev A; 0203 Rev A; 0204 Rev A; 0205 Rev A; 0206 Rev A; 0207 Rev A; 0208 Rev A; 0209 Rev A; Demolition drawings - 2128/0249Rev A; 0250RevA; 0251RevA; 0252RevA; 0253RevA; 0254RevA; 0255RevA; Proposed drawings - 2128/0298RevA; 0299RevA; 0300RevA; 0301RevA; 0302RevA; 0303RevA; 0304RevA; 0305RevA; 0306RevA; 0400RevB; 0401RevB; 0500RevB; 0502RevA & 0503RevA;



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(b) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

(a) the incorporation of the measures set out in the submission document entitled Energy Partners; Statement dated February 2015 by Scotch Partners;

following:-  
 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:-

- Daylight/sunlight report by Delva Patman Redler dated Feb 2015; Ecology Assessment by Thomson Ecology dated Feb 2015; Energy Statement by Scotch Partners dated Feb 2015; Sustainability Statement by Scotch Partners dated 9th Feb 2015; Noise Impact Assessment by Scotch Partners dated Jan 2015; BREEMAM Assessment by Thomson Ecology dated Feb 2015; Construction Management Plan by HUSH dated Jan 2015; Basement Impact Assessment by Multidisciplinary Consulting dated 11th Feb 2015; BIA prepared by MLM (dated 23 July 2015).);

2.13 "the Energy Efficiency and Renewable Energy Plan"

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- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network at the boundary of the Property;
- (f) include a pre-implementation review by an appropriately qualified and recognised independent verification body in respect of 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;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (h) 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

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2.17 "the Level"

finding work in the construction industry

centre providing advice and information on the Council's flagship skills construction training

2.16 "King's Cross Construction Centre"

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

2.15 "the Implementation Date"

Development  
reasonably requires as a direct result of the ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

following:  
- repaving of the public highway adjacent to the Public Highway;  
- any other works the Council acting reasonably requires as a direct result of the Development

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

2.14 "the Highways Contribution"

the sum of £7,000.00 (seven thousand pounds)

Plans demonstrating the levels at the interface of

the Development the boundary of the Property and the Public Highway

2.18 "Local Procurement Code"

the 36sqm of motorcycle garage storage space or alternative B1(c) use class space as shown on Plan 2

2.19 "Motorcycle Garage Storage Space"

the neighbouring properties known 73-75 Charlotte Street, 81 Charlotte Street, 4 Tottenham Mews and 6 Tottenham Mews

2.20 "Neighbouring Properties"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.21 "Occupation Date"

mean the Council and the Owner

2.22 "the Parties"

a planning application in respect of the Development of the Property submitted to the Council and validated on 31<sup>st</sup> March 2015 under reference number 2015/1076/P subject to conclusion of this Agreement

2.23 "the Planning Application"

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

2.24 "Planning Obligations Monitoring Officer"

plan showing the Property shaded grey annexed hereto

2.25 "Plan 1"

2.26 "Plan 2" 2128/0300 - showing the Motorcycle Garage Storage Area outlined in red annexed hereto

2.27 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

2.28 "the Property" land known as 77-79 Charlotte Street and 5 Tottenham Mews, London W1T 4PW the same as on the Plan 1

2.29 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.30 "the Public Open Space Contribution" the sum of £6,951 (six thousand nine hundred and fifty one 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 open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces

2.31 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.32 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays



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 Sustainability Statement and dated 9<sup>th</sup> February 2015 by Scotch Partners and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy 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 pre-implementation review by an appropriately qualified and recognised 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;

(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;

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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.

3.3 Any reference to a specific statute or states include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

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.

3.1 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. NOW THIS DEED WITNESSETH as follows:-

(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

(e) 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

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4.2 Construction Management Plan

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.1 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.

4.1 Car Free

The Owner hereby covenants with the Council as follows:-

4. OBLIGATIONS OF THE OWNER

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by a suitably qualified engineer from a recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in

4.3.1 On or prior to the Implementation Date to provide the Council for approval which subject to Clause 4.3.3 shall not be unreasonably withheld or delayed the Detailed Basement Construction Plan.

4.3.2 Not to implement nor allow implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.

**4.3 Detailed Basement Construction Plan**

4.2.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

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

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal practicable impact on and disturbance to the surrounding environment and highway network.

4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance
- 4.3.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.3.6 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 Detailed Basement Construction Plan as approved by the Council acting reasonably and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.
- 4.4 **Energy Efficiency and Renewable Energy Plan**
- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.4.2 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.
- 4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

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**4.5 Highways Contribution**

4.4.4 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.

4.5.1 Prior to the Implementation Date to:-

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

4.5.2 Not to implement or to allow implementation until such time as the Council has:-

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

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

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

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

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

**4.6 Local Employment**

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4.6.1 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.

4.6.2 In order to facilitate compliance with the requirements of sub-clause 4.6.1 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.

4.6.3 The Owner shall ensure that at all times during the Construction Phase no less than two 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 London Living wage.

4.8 **Motorcycle Garage Employment Space** *Storage*

4.7.4 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.

4.7.3 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.

4.7.2 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.

4.7.1 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.

4.7 Local Procurement *4-6-6 ON OR PRIOR TO IMPLEMENTATION TO PAY THE COUNCIL THE CONSTRUCTION APPRENTICE SUPPORT CONTRIBUTION IN FULL.*

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

4.6.5 If the Owner is unable to provide the apprentices in accordance with Clause 4.6.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

4.6.4 Notwithstanding the provisions in clauses 4.6.3 (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.



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4.9.2 That an appropriate Affordable Housing contribution is provided (either by way of on-site Affordable Housing provision, off-site Affordable Housing provision or financial contribution towards the provision of Affordable Housing) such contribution to be calculated by reference to the adopted planning policy and guidance and subject thereto the aggregate total of the residential units permitted by the Planning Permission and the additional residential floorspace created under clause 4.9.1.

the Owner shall enter into a s106 agreement with the Council prior to the grant of planning permission and prior to the creation of such additional residential floorspace/residential units to secure the following:-

- (a) Any application for planning permission or prior approval under Class O of the General Permitted Development Order 2015 (or successor legislation) for change of use pursuant to permitted development rights is made which would give rise to the provision of additional residential units or additional floorspace for residential purposes; and/or
- (b) any additional floorspace is created on the Property for residential purposes; and/or any additional residential units are created within the Property (including by means of sub-division)

**4.9 Potential Requirement To Provide Affordable Housing**

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

4.8.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the obligation in Clause 4.8.2 above will remain for the lifetime of the Development.

4.8.2 To ensure that following Occupation of the Development the Owner shall ensure the on-going provision and maintenance of Motorcycle Garage <sup>Storage</sup> Employment Space or alternative B1(c) use class space on the Property.

4.8.1 That prior to the Occupation of the Development the Owner ensures the provision of the Motorcycle Garage Storage Space or alternative B1(c) use class space as shown on Plan 2 on the Property.

**NOTICE TO THE COUNCIL/OTHER MATTERS**

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4.11.4 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.

4.11.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-construction 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.

4.11.2 Not to implement nor permit implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.

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

**4.11 Sustainability Plan**

4.10.2 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.

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

**4.10 Public Open Space Contribution**

4.9.3 Not to Occupy or allow Occupation of any of the additional residential floorspace created under Clause 4.9.1 until such time as the appropriate Affordable Housing contribution is provided (either by way of on-site Affordable Housing provision, off-site Affordable Housing provision or financial contribution towards the provision of Affordable Housing whichever is appropriate under application of the relevant planning policy or guidance).

- 5.1 The Owner shall give written notice to the Council on or prior to the implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 5.1 hereof quoting planning reference 2015/1076/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 £1,000.00 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 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 references 2015/1076/P.

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5.7 Payment of the Highways Contribution pursuant to Clause 4.3 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 2015/1076/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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

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- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2015/1076/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.

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

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

**RIGHTS OF THIRD PARTIES**

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.

6.7 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.

EXECUTED AS A DEED BY  
CHARLOTTE STREET  
PROPERTY LIMITED

*(Signature)*  
A. Auriel Silbiger, Director

in the presence of:- Miriam Silbiger, Secretary)

*M. Silbiger*

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-  
*(Signature)*  
Authorised Signatory



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

Requirements to control and minimise NOx, PM10, CO<sub>2</sub> emissions from construction sites and avoid nuisance and dust complaints.

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

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM10 and NOx emissions from vehicles and plant

a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;

b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRM) to be completed in accordance with the manufacturers recommendations;

c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;

d) Non-road mobile machinery (NRM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.

a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect

### C - Air Quality Monitoring

- managing dust on site.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for operation.
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- m) Ensure water suppression is used during demolition operations;
- i) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- k) Any loose materials bought onto the site shall be protected by appropriate covering
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- i) Store materials with the potential to produce dust away from site boundaries; sheeted;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully areas within the Site;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work especially during dry periods;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods soon as reasonably practicable;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as dust or mud off the site;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying methods;
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping
- b) Buildings to be demolished shall be wrapped
- a) Keep site fencing, barriers and scaffolding clean using wet methods;

### B - Techniques to control dust emissions from construction and demolition

- f) Plant and vehicles shall be located away from the closest receptors or house in closed environments where possible.



orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.

b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well as data checking. PM10 data shall be collected automatically on an hour basis.

c) A trigger action level for PM10 concentrations of  $200\mu\text{g}\cdot\text{m}^{-3}$  (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.

d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action take to remediate dust emissions.

e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.

f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.

g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

a) A specific timetable identifying the start and finish dates of each phase, including dust

D - Techniques to reduce CO<sub>2</sub> emissions from construction vehicles

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

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO<sub>2</sub> emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO<sub>2</sub> emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

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

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

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

**THE SECOND SCHEDULE**  
**Construction Management Plan**  
**Highway Measures**

**THE FOURTH SCHEDULE  
The Burial Category of Damage**

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

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

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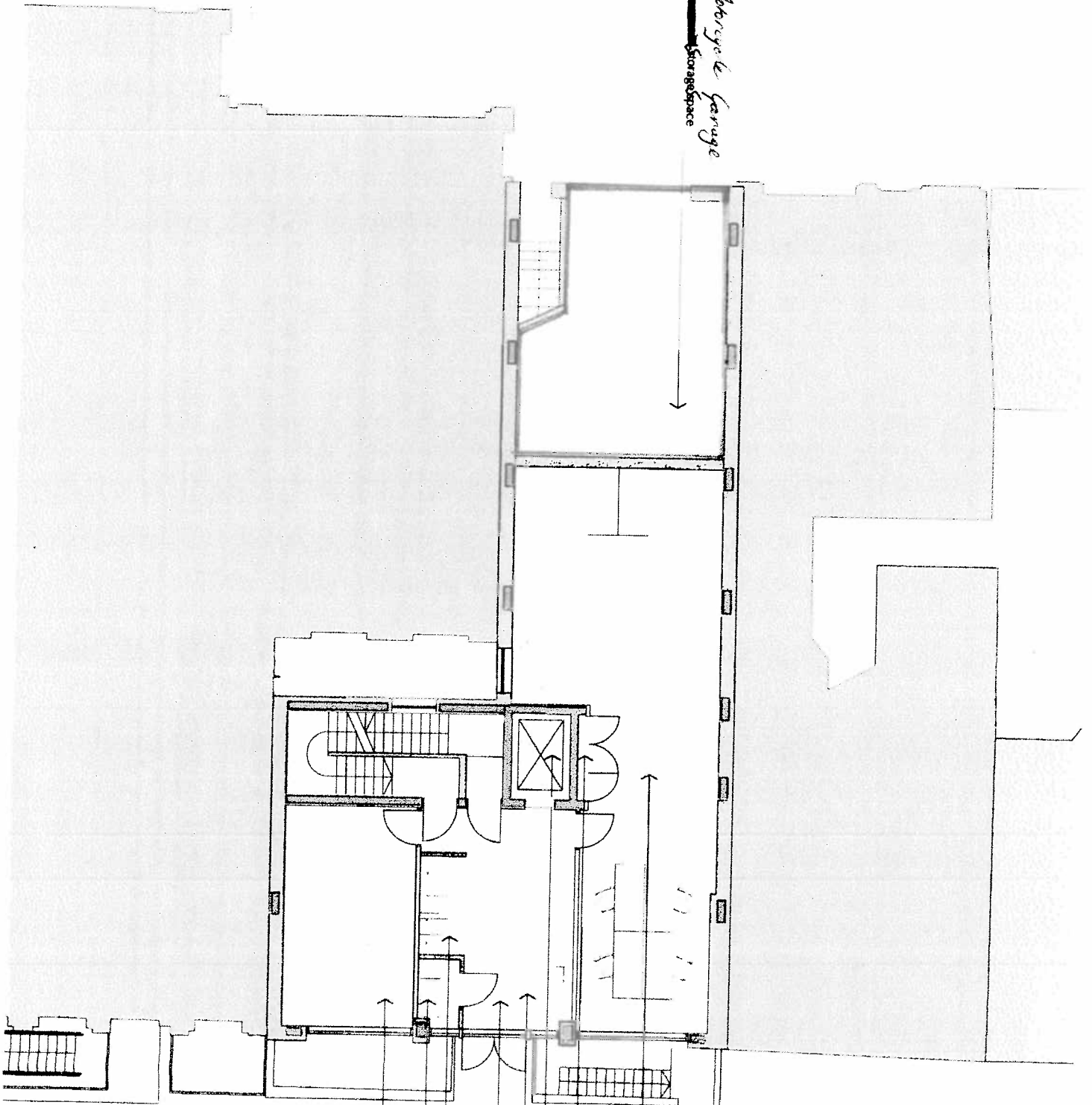


77-79 Charlotte Street and 5 Tottenham Mews,  
London W1T 4PW - 2015/1076/P

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Nebraska Garage  
Storage space



- Office space
- Office space
- Person lift
- Riser for AC pipework, electrical, comms, water, heating
- Reception desk
- Shared residential and office entrance/reception
- Bike store
- Bin store
- Office Space

No.	Class	REVISIONS	Date

Copyright for these drawings remains with COVERBURGLISS. All dimensions to be checked on site. All dimensions to be checked prior to construction.

Project Title: \_\_\_\_\_

Sheet Title: \_\_\_\_\_

Scale: \_\_\_\_\_

Drawing No.: \_\_\_\_\_

Revision: \_\_\_\_\_

Drawn By: \_\_\_\_\_

Checked By: \_\_\_\_\_

COVERBURGLISS

5/06 Plan 2





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**A G R E E M E N T**  
 relating to land to the rear of  
 77-79 Charlotte Street and 5 Tottenham Mews, London W1T 4PW  
 pursuant to Section 106 of the Town and Country Planning  
 Act 1990 (as amended) and  
 Section 278 of the Highways Act 1980

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

and

**(1) CHARLOTTE STREET PROPERTY LIMITED**

DATED *22nd December* 2016

