

DATED

15 May

2017

(1) THE HARPUR TRUST

and

(2) BNP PARIBAS SECURITIES SERVICES TRUST COMPANY
LIMITED and BNP PARIBAS SECURITIES
SERVICES TRUST COMPANY (JERSEY) LIMITED each acting in their capacity as a
trustee of the Mayfair Capital Commercial Property Trust

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
16-20 Red Lion Street London WC1R 4PQ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1800.101
S106 FINAL

THIS AGREEMENT is made the 15th day of May 2017

B E T W E E N:

- i. **THE HARPUR TRUST** (Co. Regn. No. 03475202) of Princeton Court, The Pilgrim Centre, Brickhill Drive, Bedford MK41 7PZ (hereinafter called "the Freeholder") of the first part
- ii. **BNP PARIBAS SECURITIES SERVICES TRUST COMPANY LIMITED** (incorporated in Jersey) of 19-23 La Motte Street, St Helier, Jersey JE2 4SY and whose address for service in the United Kingdom is c/o Mayfair Capital Investment Management Limited, Fourth Floor 2 Cavendish Square, London W1G and **BNP PARIBAS SECURITIES SERVICES TRUST COMPANY (JERSEY) LIMITED** (incorporated in Jersey) of 19-23 La Motte Street, St Helier, Jersey JE2 4SY as trustees of Mayfair Capital Commercial Property Trust and whose address for service in the United Kingdom is c/o Mayfair Capital Investment Management Limited, Fourth Floor 2 Cavendish Square, London W1G (hereinafter called "the Owner") 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN114858.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL777023.
- 1.4 The Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.5 The Property is subject to the Occupational Leases which contains restrictions on the Occupational Tenant's use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property existing at the date hereof so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to the Occupational Lease which will allow the Occupational Tenant to Implement the Planning Permission or dispose of its interest in the Property to the Occupational Tenant without in each case first requiring the lessee, tenant or Occupational Tenant concerned to enter into an agreement with the Council covenanting in identical terms to this Agreement.
- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 11 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5571/P subject to conclusion of this legal Agreement.
- 1.7 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.
- 1.8 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.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation which is made pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980

- 2.3 "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
- 2.4 "Affordable Housing Contribution" the sum of £251,650.00 (two hundred and fifty one thousand six hundred and fifty 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 towards the provision of Affordable Housing in the London Borough of Camden
- 2.5 "Business 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 businesses of the locality in which the Development is situated
- 2.6 "Business 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 a Business Parking Bay
- 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 "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 the highway network including (but not limited to):-

- (i) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the Conservation Area features
- (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of

major operations delivery schedules and amendments to normal traffic arrangements (if any);

- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.9 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,140.00 (one thousand one hundred and forty 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 approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.10 "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

2.11 "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

2.12 "the Development"

the erection of roof extension for the creation of a 6th floor and roof top plant above, creation of terraces at ground floor, 1st, 5th and 6th floor levels, extension to rear of building, replacement of all existing single glazed windows and new reception entrance along Red Lion Street and Sandland Street with associated re-cladding. Rendering of existing rear facade. Erection of a canopy to the rear area to create new cycle parking area as shown on drawing numbers:-
Drawing suffix 2077_X_; SP(XX)01_XX P01,
GA_(00)02_DE P01, GA_(01)02_DE P01,
GA_(02)02_DE P01, GA_(03)02_DE P01,
GA_(04)02_DE P01, GA_(05)02_DE P01,
GA_(06)02_DE P01, GA_(B1)02_DE P01,
GE(NO)02_DE P01, GE(EA)02_DE P01,
GE(SO)02_DE P01, GE(WE)02_DE P01,
GS(AA)02_DE P01 , GS(BB)02_DE P01,
GA(00)02_EX P01, GA(01)02_EX P01,
GA(02)02_EX P01, GA(03)02_EX P01,
GA(04)02_EX P01, GA(05)02_EX P01,
GA(06)02_EX P01, GA(B1)02_EX P01,
GE(NO)02_EX P02, (EA)02_EX P02,
GE(SO)02_EX P02, GE(WE)02_EX P02,
GS(AA)02_EX P01, GS(BB)02_EX P02,
GA(00)02_XX P03, GA(01)02_XX P02,
GA(02)02_XX P02, GA(03)02_XX P02,
GA(04)02_XX P02, GA(05)02_XX P02,
GA(06)02_XX P03, GA(07)02_XX P03,

GA(B1)02_XX P02, GE(NO)02_XX P03 ,
 GE(EA)02_XX P03, GE(SO)02_XX P02,
 GE(WE)02_XX P02, GS(AA)02_XX P02,
 GS(BB)02_XX P02 , EE(XX)02_XX P01,
 EE(TY)01_XX P01, EE(06)01_XX P01,
 EE(06)02_XX P01, _EE(05)01_XX P01, EE(00),
 01_XX P02, Design and Access Statement
 Addendum by ORMS dated January 2017,
 Planning and Heritage Statement Montagu Evans
 Dated October 2016, Air Quality Assessment
 XCO2 23/11/2016, Daylight & Sunlight Report by
 Delva Patman Redler dated November 2016,
 Energy and Sustainability Statement GDM
 25/11/2016, BREEAM Assessment by Verte Ltd
 dated January 2017, Acoustic Survey by Sandy
 Brown dated October 2016, Archaeological
 Assessment Pre-Construct dated September
 2016, Policy DP1 Assessment Statement and
 additional off-site assessment by Montagu Evans
 dated December 2016 and January 2017 and
 Transport Statement Mayer Brown date January
 2017

2.13 “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
 Sustainability and Energy Statement and
 dated 25 November 2016 by GDM
 Partnership to achieve a 35% reduction in

CO2 emissions beyond the Part L 2013 baseline for the new build parts;

- b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the refurbished part of the Development's carbon emissions of at least 69.4% of carbon emissions in relation to the existing Property using a combination of complementary energy efficiency and zero carbon technologies;
- 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 that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" 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.
- provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network.

- f) a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM 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;
- g) 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 NCM 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
- 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

2.14 "the Highways Contribution"

the sum of £14,589.32 (fourteen thousand five hundred and eighty nine pounds and thirty two pence to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-

- (a) remedial works to the footway directly adjacent to the site ; and
- (b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure 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

2.15 "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

- 2.16 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.18 "the Occupational Leases" means the following leasehold interests in the Property:
- (a) the lease registered on the title to the Property under Title Number NGL762954 dated 10 June 1998
 - (b) the lease registered on the title to the Property under Title Number NGL905510 dated 23 December 1997
 - (c) the lease registered on the title to the Property under Title Number NGL905508 dated 23 December 1997
 - (d) the lease registered on the title to the Property under Title Number NGL905509 dated 23 December 1997
 - (e) the lease registered on the title to the Property under Title Number NGL909371 dated 24 June 1998
 - (f) the lease registered on the title to the Property under Title Number NGL909369 dated 24 June 1998
- 2.19 "Occupational Tenants" the current tenant under each Occupational Lease and its successors and assigns and sub-lessees

- 2.20 "the Parties" mean the Council the Freeholder and the Owner
- 2.21 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 11 October 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5571/P subject to conclusion of this Agreement
- 2.22 "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
- 2.23 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.24 "the Property" the land known as 16-20 Red Lion Street London WC1R 4PQ the same as shown shaded grey on the plan annexed hereto
- 2.25 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.26 "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 documents entitled Sustainability and

Energy Statements and dated 25 November 2016 by GDM Partnership Limited and BREEAM Assessment and dated January 2017 by Verte Ltd

(b) 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 an Excellent rating (in respect of the new build extension) and Very Good rating (in respect of the existing building) and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;

(c) 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;

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

(e) include 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

(f) identify 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

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9, 10 and 11 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 The covenants undertakings and obligations within this Agreement shall not be binding on or enforceable against any statutory undertaker or any other person who acquires part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services so long as no other material operation is undertaken save in connection with their statutory duties.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 **Affordable Housing Contribution**

4.1.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Affordable Contribution.

4.1.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.2 **Car Free**

4.2.1 To ensure that prior to occupying any unit (being part of the Development) each new occupier 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:

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Following the Occupation Date, not to occupy or use (or permit the occupation or use of) any unit (being part of the Development) at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the

Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.3 Construction Management Plan

4.3.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (ii) submit to the Council for approval a draft Construction Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Plan Implementation Support Contribution in full; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.3.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan acting reasonably 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.

4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the 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.

4.4 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.
- 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 **Highways Contribution**

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.5.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.5.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.5.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.5.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.5.6 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.
- 4.5.7 If the Certified Sum exceeds the Highway Contribution and provided that all costs

incurred by the Council are reasonable and have been properly incurred in respect of the Highway Works then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.6 Sustainability Plan

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.6.3 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 Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.6.4 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 from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.7 Occupational Tenancies

- 4.7.1 Not to Implement or permit the Implementation of the Planning Permission until the Occupational Leases have been terminated or otherwise come to an end.
- 4.7.2 Not to consent to any works pursuant to the Occupational Leases or vary or allow any variation to the Occupational Leases which would allow an Occupational Tenant to Implement the Planning Permission without such Occupational Tenant entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.
- 4.7.3 Not to vary or allow any variation to any Occupational Lease or tenancy of the Property existing at the date hereof so as to grant rights to implement the Planning Permission without such lessee or tenant first entering into a section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.7.4 Not to dispose of its interest in the Property to the Occupational Tenants at the Property without the Occupational Tenants first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement., but for the avoidance of doubt this shall not include any new lessees which acquire an interest in the Property after the Planning Permission has been lawfully Implemented in compliance with this Agreement as they will be bound by virtue of clause 3.7 of this Agreement.

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 2016/5571/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 2016/5571/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 2016/5571/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

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

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

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2016/5571/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, the Freeholder nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7 OBLIGATIONS OF THE COUNCIL

- 7.1 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 7.2 The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by the Owner to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement (and money shall be deemed expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten years of the date of receipt by the Council of such payment.
- 7.3 The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Agreement.

8. JOINT AND SEVERAL LIABILITY

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

9. **FREEHOLDER**

9.1 The Freeholder hereby consents to the completion of this Agreement and agrees to the same being registered on the Freehold Title at the Land Registry as provided in Clause 6.4 hereof and agrees to be bound by the said obligations of the Owner only in the event that the Freeholder carries out the Development or the Owners's leasehold interest is determined, forfeited rescinded or cancelled for whatever reason.

10. **RIGHTS OF THIRD PARTIES**

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

11 **JURISDICTION**

11.1 This Agreement is governed and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

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

EXECUTED AS A DEED BY
THE HARPUR TRUST acting by a
director in the presence of:

) 
) 

Witness signature: CLARE LAKE

Witness name: Chake

Address:

.....

Occupation:

Executed as a deed by)
BNP PARIBAS SECURITIES)
SERVICES TRUST COMPANY LIMITED)
Acting in its capacity as trustee for)
The Mayfair Capital Commercial Property)
Trust)
acting by a Director and its Secretary)
or by two Directors)

M. Aulet
.....

Director

[Signature]
.....

Director/~~Secretary~~

**CONTINUATION OF S106 AGREEMENT IN RELATION TO 16-20 RED LION STREET LONDON
WC1R 4PQ**

EXECUTED AS A DEED BY)
BNP PARIBAS SECURITIES)
SERVICES TRUST COMPANY (JERSEY) LIMITED)
Acting in its capacity as trustee for)
The Mayfair Capital Commercial Property)
Trust)
acting by a Director and its Secretary)
or by two Directors)

M. Aulet
.....

Director

[Signature]
.....

Director/~~Secretary~~

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

[Handwritten Signature]
.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a 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:-

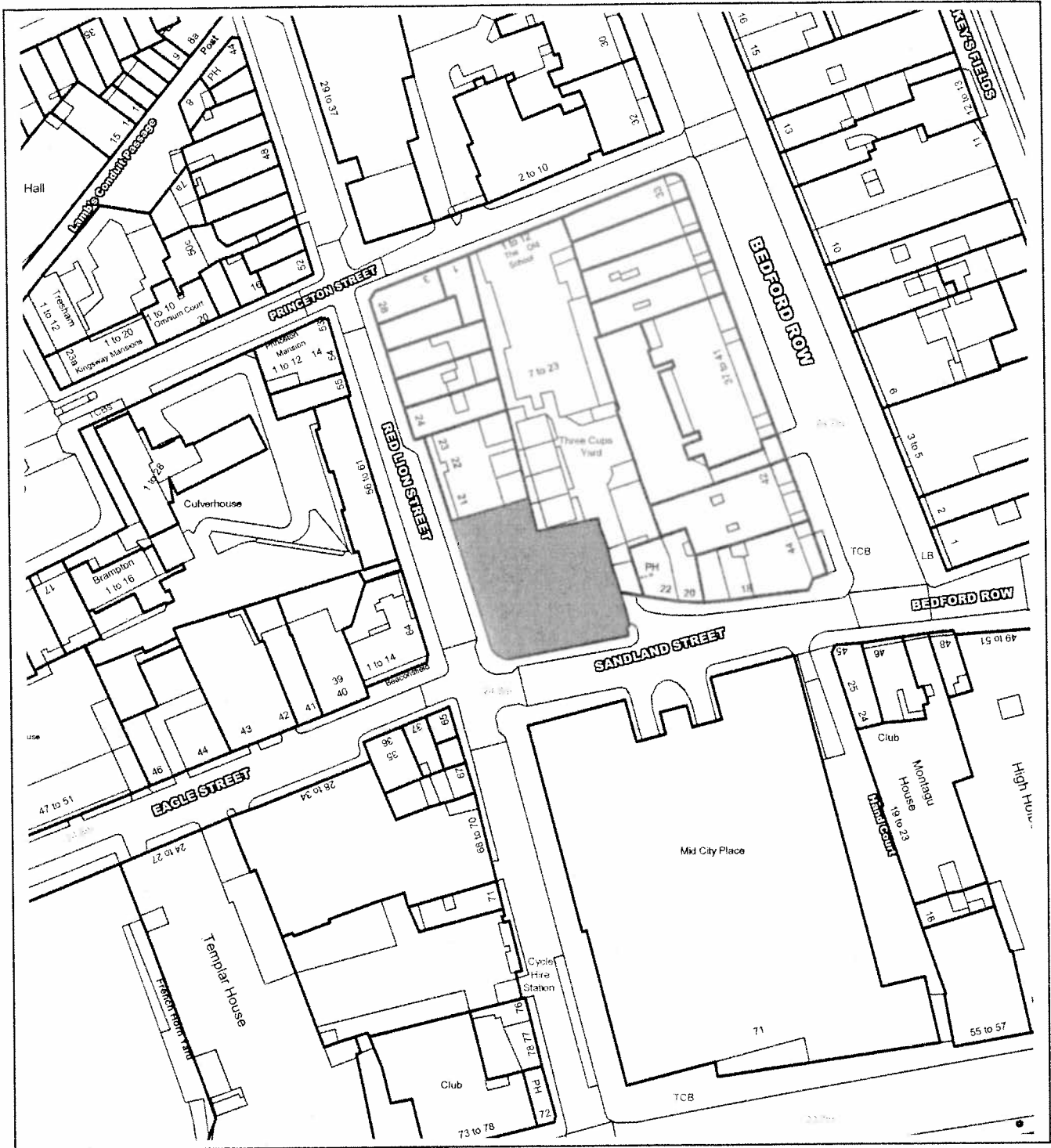
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

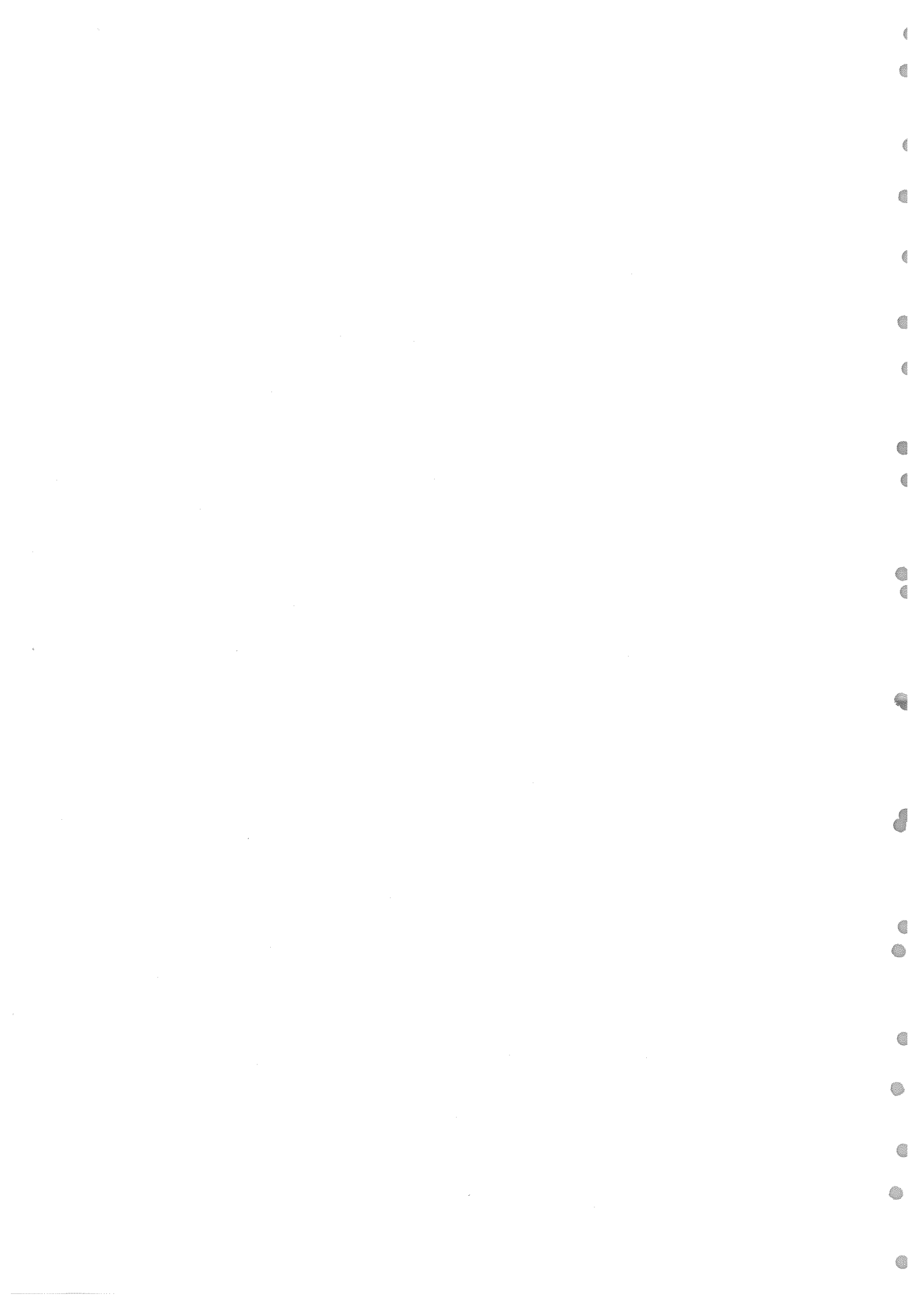
It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

CPB

NORTHGATE SE GIS Print Template



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Montagu Evans LLP
5 Bolton Street
London
W1J 8BA

Application Ref: **2016/5571/P**

09 May 2017

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:
16-20 Red Lion Street
London
WC1R 4PQ

DECISION
Proposal:

Erection of roof extension for the creation of a 6th floor following the relocation of roof plant, creation of terraces at ground floor, 1st, 5th and 6th floor levels, extension to rear of building, replacement of all existing single glazed windows and new reception entrance along Red Lion Street and Sandland Street with associated re-cladding. Rendering of existing rear facade. Erection of a canopy to the rear area to create new cycle parking area.

Drawing Nos: Drawing suffix 2077_X_; SP(XX)01_XX P01, GA_(00)02_DE P01, GA_(01)02_DE P01, GA_(02)02_DE P01, GA_(03)02_DE P01, GA_(04)02_DE P01, GA_(05)02_DE P01, GA_(06)02_DE P01, GA_(B1)02_DE P01, GE(NO)02_DE P01, GE(EA)02_DE P01, GE(SO)02_DE P01, GE(WE)02_DE P01, GS(AA)02_DE P01, GS(BB)02_DE P01, GA(00)02_EX P01, GA(01)02_EX P01, GA(02)02_EX P01, GA(03)02_EX P01, GA(04)02_EX P01, GA(05)02_EX P01, GA(06)02_EX P01, GA(B1)02_EX P01, GE(NO)02_EX P02, (EA)02_EX P02, GE(SO)02_EX P02, GE(WE)02_EX P02, GS(AA)02_EX P01, GS(BB)02_EX P02, GA(00)02_XX P03, GA(01)02_XX P02, GA(02)02_XX P02, GA(03)02_XX P02, GA(04)02_XX P02, GA(05)02_XX P02, GA(06)02_XX P03, GA(07)02_XX P03, GA(B1)02_XX P02, GE(NO)02_XX P03, GE(EA)02_XX P03, GE(SO)02_XX P02, GE(WE)02_XX P02, GS(AA)02_XX P02, GS(BB)02_XX P02, EE(XX)02_XX P01, EE(TY)01_XX P01, EE(06)01_XX P01, EE(06)02_XX P01, EE(05)01_XX P01, EE(00), 01_XX P02, Design and Access Statement Addendum by ORMS dated January 2017, Planning and Heritage Statement Montagu Evans Dated October 2016, Air Quality Assessment XCO2 23/11/2016, Daylight & Sunlight Report by Delva Patman Redler dated November 2016, Energy and Sustainability Statement GDM 25/11/2016, BREEAM Assessment by Verte Ltd dated January 2017, Acoustic Survey by Sandy Brown dated October 2016, Archaeological Assessment Pre-Construct dated September 2016, Policy DP1 Assessment Statement and additional off-site assessment by Montagu Evans dated December 2016 and January 2017 and Transport Statement Mayer Brown date January 2017.

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:

Drawing suffix 2077_X; SP(XX)01_XX P01, GA_(00)02_DE P01, GA_(01)02_DE P01, GA_(02)02_DE P01, GA_(03)02_DE P01, GA_(04)02_DE P01, GA_(05)02_DE P01, GA_(06)02_DE P01, GA_(B1)02_DE P01, GE(NO)02_DE P01, GE(EA)02_DE P01, GE(SO)02_DE P01, GE(WE)02_DE P01, GS(AA)02_DE P01, GS(BB)02_DE P01, GA(00)02_EX P01, GA(01)02_EX P01, GA(02)02_EX P01, GA(03)02_EX P01, GA(04)02_EX P01, GA(05)02_EX P01, GA(06)02_EX P01, GA(B1)02_EX P01, GE(NO)02_EX P02, (EA)02_EX P02, GE(SO)02_EX P02, GE(WE)02_EX P02, GS(AA)02_EX P01, GS(BB)02_EX P02, GA(00)02_XX P03, GA(01)02_XX P02, GA(02)02_XX P02, GA(03)02_XX P02, GA(04)02_XX P02, GA(05)02_XX P02, GA(06)02_XX P03, GA(07)02_XX P03, GA(B1)02_XX P02, GE(NO)02_XX P03, GE(EA)02_XX P03, GE(SO)02_XX P02, GE(WE)02_XX P02, GS(AA)02_XX P02, GS(BB)02_XX P02, EE(XX)02_XX P01, EE(TY)01_XX P01, EE(06)01_XX P01, EE(06)02_XX P01, EE(05)01_XX P01, EE(00), 01_XX P02, Design and Access Statement Addendum by ORMS dated January 2017, Planning and Heritage Statement Montagu Evans Dated October 2016, Air Quality Assessment XCO2 23/11/2016, Daylight & Sunlight Report by Delva Patman Redler dated November 2016, Energy and Sustainability Statement GDM 25/11/2016, BREEAM Assessment by Verte Ltd dated January 2017, Acoustic Survey by Sandy Brown dated October 2016, Archaeological Assessment Pre-Construct dated September 2016, Policy DP1 Assessment Statement and additional off-site assessment by Montagu Evans dated December 2016 and January 2017 and Transport Statement Mayer Brown date January 2017.

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) Samples panels of all facing materials to include brickwork, cladding, and window frames together with manufacturer's specifications.

b) Details including typical sections at 1:10 of all windows (including jambs, head, cill and reveal) and external doors.

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 policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The use of the new roof terraces hereby permitted shall not be carried out outside the following times: 8.00 and 20.00 Mondays to Sundays.

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 policy DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the use of the first floor rear roof terrace hereby approved, a privacy screen to the rear side of the said terrace adjacent 21-23 Red Lion Street shall be installed at a height of 1.7m from the finished level and shall be permanently maintained and retained thereafter.

Reason: To protect the amenities of neighbouring occupiers in accordance with the requirements of policies CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 (Managing the impact of development on occupiers and neighbour) of the London Borough of Camden Local Development Framework Development Policies.

- 6 The development hereby approved shall incorporate sustainable design principles and climate change adaptation measures into the design and construction of the development in accordance with the approved sustainability statement (Energy strategy report dated 27 July 2016). Prior to occupation, evidence demonstrating that the approved measures have been implemented shall be submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate in accordance with policies CS13 and DP22 of the London Borough of Camden LDF Development Policies.

- 7 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 in their entirety. 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 policies CS5 and CS18 of the London Borough of Camden LDF Core Strategy and DP26 of the London Borough of Camden LDF Development Policies.

- 8 Air quality monitoring shall be implemented on site. No development shall take place until full details of the air quality monitors have been submitted to and approved by the local planning authority in writing. Such details shall include the location, number and specification of the monitors, including evidence of the fact that they have been installed in line with guidance outlined in the GLA's Control of Dust and Emissions during Construction and Demolition Supplementary Planning Guidance and have been in place for 3 months prior to the proposed implementation date. The monitors shall be retained and maintained on site for the duration of the development in accordance with the details thus approved.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 (Managing the impact of growth and development) and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby approved shall be constructed in accordance with the approved energy statement (Sustainability and Energy Statement report dated 25 November 2016) to achieve a 35% reduction in carbon dioxide emissions beyond Part L 2013 Building Regulations in line with the energy hierarchy, and a 8.2% reduction in carbon dioxide emissions through renewable technologies and to achieve a 69.4% reduction in carbon dioxide emissions beyond existing building baseline in the refurbished parts with 1.7% reduction from renewables.

Reason: To ensure the development contributes to minimising the effects of, and can adapt to a changing climate 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.

- 10 Full details in respect of the green roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the environment in accordance with policies CS13, CS15 and CS16 and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to commencement, detailed plans showing the location and extent of photovoltaic cells to be installed on the building shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 12 Prior to use of the development, details shall be submitted to and approved in writing by the local planning authority, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To 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.

- 13 Prior to use of the development, details shall be submitted to and approved in writing by the Council to confirm that noise emitted by standby or emergency generators during power outages or testing does not exceed the lowest daytime LAeq(15min) as measured or calculated according to BS4142:2014.

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.

- 14 Prior to first occupation full details of the secure and covered cycle storage area for 28 cycles spaces (26 long stay and 2 short stay) including associated staff lockers, showering facilities and accessible door widths of 1.2m for all doors on route to the cycle parking shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any part of development, 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.

- 15 No sound emanating from the use shall be audible within any adjoining premises between 2300 hrs and 0700 hrs.

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.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 5 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.

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

DECISION



DATED

15 May

2017

(1) THE HARPUR TRUST

and

(2) BNP PARIBAS SECURITIES SERVICES TRUST COMPANY
LIMITED and BNP PARIBAS SECURITIES
SERVICES TRUST COMPANY (JERSEY) LIMITED each acting in their capacity as a
trustee of the Mayfair Capital Commercial Property Trust

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
16-20 Red Lion Street London WC1R 4PQ
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
Section 278 of the Highways Act 1980

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1800.101
S106 FINAL