

DATED

25 SEPTEMBER

2017

(1) BNY MELLON TRUST & DEPOSITARY (UK) LIMITED

and

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

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

75 Farringdon Road
London
EC1M 3PS

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.46 (final)

THIS AGREEMENT is made the 25th day of September 2017

BETWEEN:

1. **BNY MELLON TRUST & DEPOSITARY (UK) LIMITED** (registered under company number 03588038) whose registered office is at 160 Queen Victoria Street, London, EC4V 4LA as trustee for the St. James's Place Property Unit Trust (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number 41229.
- 1.2 The Owner is interested in the land for the purposes of Section 106 of the Act.
- 1.3 The Property is subject to the Occupational Leases set out at the Fourth Schedule of this Agreement and the Occupational Tenants are interested in the Property as leaseholders under Section 106 of the Act.
- 1.4 The Occupational Leases contain restrictions on the Occupational Tenants' use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to any Occupational Lease which will allow any Occupational Tenant to Implement the Planning Permission or dispose of its interest in the Property to any 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 unless otherwise agreed in writing by the Council.

- 1.5 The Planning Application for the Development of the Property was submitted to the Council and validated on 14th November 2016 and the Council resolved to grant permission conditionally under reference number 2016/5638/P subject to conclusion of this legal Agreement.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 As local highway authority the Council considers the Highway Works to be carried out pursuant to this section 278 agreement to be in the public benefit.

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 |
| 2.2 | "this Agreement" | this planning obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of Practical Completion" | the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed |

Agreement

2.4 "Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking 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 annexed hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from building out of the Development;
- (ii) proposals to ensure there are no adverse effects on the conservation area features;
- (iii) proposals to ensure there are no adverse effects on the neighbouring listed building(s);
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

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

2.5 "the Construction Management Plan Implementation Support Contribution"

the sum of £1,140 (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

2.6 "the Construction Phase"

the whole period between

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

2.7 "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

2.8 "the Development"

refurbishment of existing B1(a) (Office) building including external facade alterations, and erection of a single storey set back seventh floor extension with associated terrace and rooftop plant as shown on drawing numbers 861_SP-02_1:500 Rev A (Block Plan); 861_SP-01_1:1250 Rev A (Site Plan); EX.B1; EX.LGF; EX.00; EX.01; EX.02; EX.03; EX.04; EX.05; EX.06; EE.00; EE.01; ES.00; ES.01; GA.B1 Rev P7; GA.LGF Rev P8; GA.00.P10 Rev P10; GA.01 Rev P6; GA.02 Rev P6; GA.03 Rev P6; GA.04 Rev P6; GA.05 Rev P6; GA.06 Rev P6; GA.07 Rev P9; GA.08 Rev P7; 952_GE.00 Rev P2; 952_GE.01 Rev P2; 952_GS.00 Rev P3; 952_GS.01 Rev P2; Planning noise and vibration report (16327-R01-B), dated 7 September 2016; Daylight and Sunlight Report, dated October 2016 and Daylight and Sunlight Addendum Report, dated June 2017.

2.9 "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

2.10 "the Highways
Contribution"

the sum of £27,242 (twenty-seven thousand two hundred and forty-two pounds) calculated in accordance with the Highway Works Cost Estimate 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 of the Highway Works

2.11 "the Highway Works"

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

- (i) the repairing of the footway adjacent to the Development on Farringdon Road and St. Cross Street; and
- (ii) any other works required as a direct result of the Development (such works as considered necessary by the Council acting reasonably)

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 undertaker's costs

2.12 "the Highway Works Cost
Estimate"

the estimated cost of the Highway Works as set out at the Fifth Schedule

2.13 "the Level
Plans

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

- 2.14 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.15 "Occupational Leases" the leases of parts of the Property granted by the Owner to the Occupational Tenants as set out at the Fourth Schedule hereof
- 2.16 "Occupational Tenants" the tenants of the Property identified at the Fourth Schedule hereof under the Occupational Leases and their respective successors and assigns and sub-lessees
- 2.17 "the Parties" the Council and the Owner
- 2.18 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 14th November 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5638/P subject to conclusion of this Agreement
- 2.19 "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 7.1 hereof
- 2.20 "the Planning Permission" a planning permission granted for the Development substantially in the draft form at the Second Schedule annexed hereto

- 2.21 "the Property" the land known as 75 Farringdon Road, London, EC1M 3PS the same as shown edged red on the plan at the Third Schedule annexed hereto
- 2.22 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 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.

4.1.2 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.

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

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

4.2 HIGHWAYS

4.2.1 On or 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.

4.2.2 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.

4.2.3 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 undertaker's costs.

4.2.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works provided that in calculating the Certified Sum the Council shall (acting reasonably) have cross-referenced to the items listed in the Highway Works Cost Estimate.

4.2.5 If the Certified Sum (such sum having been calculated in accordance with sub-clause 4.2.4 hereof) exceeds the Highway Contribution then the Owner shall within fourteen (14) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3 OCCUPATIONAL TENANCIES

4.3.1 Not to Implement or permit the Implementation of the Planning Permission until all of the Occupational Leases has been terminated or otherwise have come to an end.

4.3.2 Not to consent to any works pursuant to any Occupational Lease or vary or allow any variation to any Occupational Lease which would allow any Occupational Tenant to Implement the Planning Permission without such Occupational Tenant entering into a legal agreement under Section 106 of the Act with the Council covenanting in

identical terms to the terms of this Agreement or such other terms as agreed by the Council.

4.3.3 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.

4.3.4 Not to dispose of its interest in the Property to any Occupational Tenant at the Property without that Occupational Tenant first entering into a legal agreement under Section 106 of the Act with the Council covenanting in identical terms of this Agreement or such other terms as agreed by the Council.

5. OBLIGATIONS OF THE COUNCIL

The Council hereby covenants with the Owner:

- 5.1 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.
- 5.2 If the Highways Contribution exceeds the Certified Sum (provided that in calculating the Certified Sum the Council shall have cross-referenced to the items listed in the Highway Works Cost Estimate) then the Council shall within fourteen (14) days of the issuing of the said certificate pay to the Owner the amount of the surplus unexpended amount.
- 5.3 That it will refund all such sums to the person who paid such sums (such sums as received by the Council) under the provisions of this Agreement where such sums or part thereof have not been expended or committed to be expended by the Council in accordance with the provisions in this Agreement within ten years of the date of receipt of the final instalment by the Council of such sum and upon receipt by the Council of a written request for such refund.

6. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 6.1 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.
- 6.2 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 planning reference 2016/5638/P the date upon which the Development is ready for Occupation.
- 6.3 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.
- 6.4 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.
- 6.5 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 Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 6.6 Submission of any plan to the Council 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 reference 2016/5638/P.

- 6.7 Payment of the financial contributions pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft 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 contribution relates quoting the planning application reference 2016/5638/P or by electronic transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 6.8 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.
- 6.9 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 Index 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
- $$A = B \times \frac{(Y-X)}{X}$$
- 6.10 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.

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

- 7.1 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 number 2016/5638/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 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.
- 7.4 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.
- 7.5 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.

7.6 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.

7.7 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8. **RIGHTS OF THIRD PARTIES**

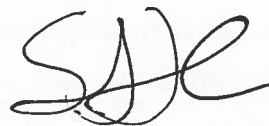
The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

9. **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

SIGNED AS A DEED BY *CIARÉ FERRE*)
and *PHILIP RODGER* as Attorneys)
for BNY MELLON TRUST &)
DEPOSITARY (UK) LIMITED under a)
Power of Attorney dated 1 March 2017)
in the presence of:)



.....
**SIGNATURE OF ATTORNEY as
Attorney for BNY Mellon Trust &
Depositary (UK) Limited**

C.P. Munday.....
SIGNATURE OF WITNESS

NAME ADDRESS OF WITNESS

Jamie Munday

1st Floor
16 New Burlington Plac
London
W1S 2HX

J.P. Munday

.....
SIGNATURE OF WITNESS

NAME ADDRESS OF WITNESS

[Signature]

.....
**SIGNATURE OF ATTORNEY as
Attorney for BNY Mellon Trust &
Depositary (UK) Limited**

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

R. Alexander

.....
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:-

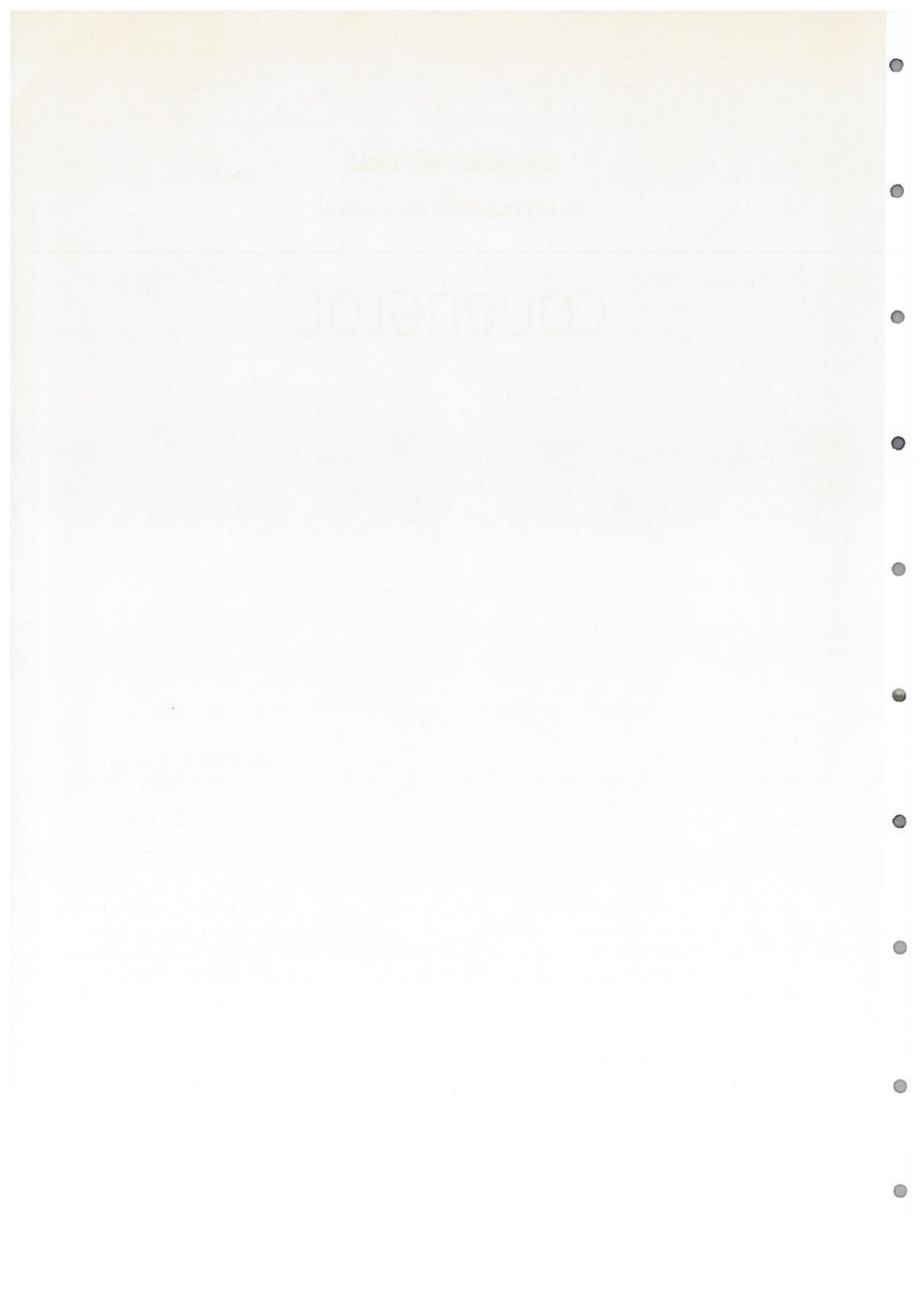
<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

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

THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION



DP9
100 Pall Mall
London
SW1Y 5NQ

Application Ref: **2016/5638/P**

18 August 2017

Dear Sir/Madam

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:
75 Farringdon Road
London
EC1M 3PS

Proposal:

Refurbishment of existing B1(a) (Office) building including external facade alterations, and erection of a single storey set back seventh floor extension with associated terrace and rooftop plant.

Drawing Nos: 861_SP-02_1:500 Rev A (Block Plan); 861_SP-01_1:1250 Rev A (Site Plan); EX.B1; EX.LGF; EX.00; EX.01; EX.02; EX.03; EX.04; EX.05; EX.06; EE.00; EE.01; ES.00; ES.01;

GA.B1 Rev P7; GA.LGF Rev P8; GA.00.P10 Rev P10; GA.01 Rev P6; GA.02 Rev P6; GA.03 Rev P6; GA.04 Rev P6; GA.05 Rev P6; GA.06 Rev P6; GA.07 Rev P9; GA.08 Rev P7; 952_GE.00 Rev P2; 952_GE.01 Rev P2; 952_GS.00 Rev P3; 952_GS.01 Rev P2; Planning noise and vibration report (16327-R01-B), dated 7 September 2016; Daylight and Sunlight Report, dated October 2016 and Daylight and Sunlight Addendum Report, dated June 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 [861_SP-02_1:500 Rev A (Block Plan); 861_SP-01_1:1250 Rev A (Site Plan); EX.B1; EX.LGF; EX.00; EX.01; EX.02; EX.03; EX.04; EX.05; EX.06; EE.00; EE.01; ES.00; ES.01; GA.B1 Rev P7; GA.LGF Rev P8; GA.00.P10 Rev P10; GA.01 Rev P6; GA.02 Rev P6; GA.03 Rev P6; GA.04 Rev P6; GA.05 Rev P6; GA.06 Rev P6; GA.07 Rev P9; GA.08 Rev P7; 952_GE.00 Rev P2; 952_GE.01 Rev P2; 952_GS.00 Rev P3; 952_GS.01 Rev P2; Planning noise and vibration report (16327-R01-B), dated 7 September 2016; Daylight and Sunlight Report, dated October 2016 and Daylight and Sunlight Addendum Report, dated June 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 Council before the relevant part of the work is begun:

a) Samples and manufacturer's details of new facing materials including windows and door frames, cladding with a full scale sample panel of all facing finishes of no less than 1m by 1m including junction with window opening demonstrating the proposed colour, texture, face-bond and pointing.

A sample panel of all facing materials should be erected on-site and approved by the Council before the relevant parts of the work are commenced and the development shall be carried out in accordance with the approval given.

The relevant part of the works shall then be carried in accordance with the approved details

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 The approved refuse and cycle facility for 4 cycles shall be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of Policy T1 of the Camden Local Plan 2017.

- 5 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, 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 5dBA, by 10dBA where the source is tonal, as assessed according to BS4142:1997 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. A post installation noise assessment shall be carried out where required to confirm compliance with the noise criteria and additional steps to mitigate noise shall be taken, as necessary. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies G1, CC1, D1, and A1 of the London Borough of Camden Local Plan 2017.

Informative(s):

Reasons for granting permission:

The development would provide new and refurbished office floorspace within Farringdon, an area of the Borough identified by local planning policy as being suitable for intensification. The proposal would create new employment opportunities and thereby stimulate growth within the area. The proposed scheme seeks to create less than 200m² (199m² GEA) of additional floorspace in a Central London Area location, therefore Policy H2 would not apply in this instance.

The proposed façade and roof extensions are considered to represent an appropriate form of development given the scale of the existing building and those within the surrounding area. The proposed external alterations to the building's façade would improve both its visual appearance along the streetscene and the existing access arrangements at ground floor level. The development has also been designed to have regard to the amenity of existing and future residents living in the area and would not detrimentally impact upon the highway network.

The proposal would not result in overlooking, loss of sunlight/daylight and outlook of any greater detriment to the adjacent residential units, be they existing or extant (permitted). The new floor level would be arranged in an appropriate way to ensure the new development would not overlook the neighbouring properties to an unreasonable degree and the form of the extension is such that it would minimise its impact upon daylight, annual probable sunlight and overshadowing as per the submitted Sunlight and Daylight Report.

The proposal would result in plant housing maintained again at roof level, albeit above the newly constructed additional level. The applicant has submitted a report, which includes calculations of predicted noise levels to support compliance with the Council's standards, to be secured by condition.

The development provides 4 x secure cycle parking spaces at ground floor level along with a dedicated refuse area, which meets London Plan standards and Camden's design requirements.

The applicants are also however proposing that cycle parking (47 spaces) be provided for the entire building floor space at basement level, which is not a policy requirement. This would be accessed from the ground floor from St Cross Street and would involve users negotiating 2 sets of stairs using a stair ramp, with the first set of stairs between ground and lower ground and the second set between lower ground and basement. Whilst this is less than ideal - the use of lifts is preferred, the lifts unfortunately do not descend to the basement level - they only go as far as the lower ground. As such, and as the proposal is for refurbishment for an existing building, not the construction of an entirely new one, the proposed arrangements are on balance considered acceptable. Staff/visitors would exit and enter the cycle storage area via the lifts to the lower ground floor and then via a separate stair case to the one used for moving cycles up and down.

Terms to be secured by a S106 Legal Agreement include financial contributions to highways works, a Construction Management Plan and implementation fee.

No objections were received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 CA's of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies A1; A4; D1; D2; D3; CC1; CC2; CC5; C5; C6; E1; E2; G1; TC4; T1; T2; T3; T4 and DM1 of the Camden Local Plan, policies of the London Plan 2016; and the National Planning Policy Framework.

- 2 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>.
- 3 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).

- 4 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.
- 5 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

- 6 This consent is without prejudice to, and shall not be construed as derogating from, any of the rights, powers, and duties of the Council pursuant to any of its statutory functions or in any other capacity and, in particular, shall not restrict the Council from exercising any of its powers or duties under the Highways Act 1980 (as amended). In particular your attention is drawn to the need to obtain permission for any part of the structure which overhangs the public highway (including footway). Permission should be sought from the Council's Engineering Service Network Management Team, Town Hall, Argyle Street WC1H 8EQ, (tel: 020 7974 2410) or email highwayengineering@camden.gov.uk.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

- 8 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Environment Services (Rubbish Collection) on 020 7974 6914/5. or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-street-environment-services.en>.
- 9 This permission is granted without prejudice to the necessity of obtaining consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007. Application forms may be obtained from the Council's website, www.camden.gov.uk/planning or the Camden Contact Centre on Tel: 020 7974 4444 or email env.devcon@camden.gov.uk).
- 10 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

THE THIRD SCHEDULE

PLAN OF THE PROPERTY

COUDINGLOI

THE NEW YORK PUBLIC LIBRARY

ASTOR LENOX TILDEN FOUNDATION

CONQUEROR



THE FOURTH SCHEDULE

Occupational Leases

Parties	Part of Property	Date of Lease	Term of Lease	Further Information
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the James's Place Property Unit Trust (2) LTA Consulting Limited	Lower Ground	13 July 2016	A term commencing on 13 July 2016 and expiring on 31 October 2017.	
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the St James's Place Property Unit Trust (2) Verdantix Limited	Ground	14 March 2014	A term commencing on 14 March 2014 and expiring on 10 October 2017.	
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the St James's Place Property Unit Trust (2) GTI Media Ltd	First	18 August 2016	A term commencing 21 August 2016 on and expiring on 31 August 2017.	
	Second			Vacant
	Third			Vacant
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the St James's Place Property Unit Trust (2) MAPA International Limited	Fourth	9 March 2016	A term commencing on 9 March 2016 and expiring on 31 October 2017.	
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the St James's Place Property Unit Trust (2) Cardpoint Services Limited	Fifth	7 April 2014	A term commencing on 9 October 2016 and expiring on 30 October 2017.	Sublet to MSC Group Limited for a term expiring on 8 October 2017.
(1) BNY Mellon Trust & Depositary (UK) Limited as trustee of the St James's Place Property Unit Trust (2) Anson McCade Limited	Sixth	8 June 2016	A term commencing on 8 June 2016 and expiring on 16 October 2017.	

THE FIFTH SCHEDULE

75 Farringdon Road - Footway	
Works	Meterage
Take Up Slabs	131
Take up Kerb	44
Lifting Boxes	9
Excavation in Footway	32.34
Excavation in HM	32.34
Disposal	32.34
Completion of formation	132
New Kerb	44
Flush Kerb	0
Tactile Blister Paving	6
25-30mm thick Mastic Asphalt	100
65mm Reinforced ASP	79.8
Conc Base	131
Grand Total	£24,979.16

75 Farringdon Road - Carriageway	
Works	Meterage
Excavation	4.86
Excavation in HM	4.86
Disposal	4.86
Conc road base 250mm	13.5
SMA binder 60	13.5
HRA Surface	13.5
Red pigment	0
Tac Coat	88
Lining 300mm	0
Lining 100mm	32
Lining Letters	0
Grand Total	£2,262.97

1947-1948

1949-1950

1951-1952

115

1953-1954

DATED

25 SEPTEMBER

2017

(1) BNY MELLON TRUST & DEPOSITARY (UK) LIMITED

and

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

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

75 Farringdon Road
London
EC1M 3PS

pursuant to
Section 106 of the Town and Country Planning Act 1990 and
Section 278 of the Highways Act 1980 and
section 111 of the Local Government Act 1972

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.46 (final)