

DATED

15 January

2018

(1) UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY

and

(2) MIDDLESEX ANNEXE LLP

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

MIDDLESEX HOSPITAL ANNEX, 44 CLEVELAND STREET, LONDON W1T 4JT
pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1800.310



THIS AGREEMENT is made the 15th day of January 2018

BETWEEN:

- A. **UNIVERSITY COLLEGE LONDON HOSPITALS CHARITY** a company limited by guarantee (company number 09980449 and registered charity number 1165398) whose registered office is at 5th Floor East, 250 Euston Road, London NW1 2PG (hereinafter called "the Owner") of the first part;
- B. **MIDDLESEX ANNEXE LLP** a limited liability partnership incorporated and registered in England and Wales (company number OC417941) whose registered office is at 5th Floor East, 250 Euston Road, London, NW1 2PG (hereinafter called "the Interested Party") of the second part; and
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN9402.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 24 January 2017 and the Council resolved to grant permission conditionally under reference number 2017/0414/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it

expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Interested Party is interested in the Property by way of an Agreement for Lease dated 11 October 2017 made between the Interested Party and the Owner and registered under a unilateral notice in the Charges Register of Title LN9402. The Interested Party is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

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

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|-----|----------------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Affordable Housing" | low-cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents |
| 2.3 | "Affordable Housing Units" | the 4 Intermediate Rented Housing Units, and 36 Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing |
| 2.4 | "the Agreement" | this deed of Planning Obligations made pursuant to Section 106 of the Act |

2.5 "Bedford Passage" the new pedestrian route passing through the Property from Charlotte Street to the rear of the Middlesex Hospital annexe and providing a route to Cleveland Street, and which is shown shaded blue on the drawing titled "Bedford Passage Pedestrian Route Level Route" annexed hereto at Appendix 1

2.6 "Bedford Passage Access Plan" a plan to be prepared by the Owner setting out detailed measures to be undertaken by the Owner to secure free public access to the Bedford Passage without creating highway rights, including:-

(a) the construction of the Bedford Passage in accordance with the Construction Management Plan;

(b) details of measures to be adopted by the Owner for the management of (although not so as to create any public highway rights) the Bedford Passage access at no cost to the public incorporating (but not limited to) the following elements:-

(i) the terms set out in the First Schedule hereto;

(ii) measures to secure public access to the Public Realm for pedestrians to pass and repass over 24 hours per day 7 days per week;

(iii) measures to enable liaison and co-ordination between the Owner and the owners and operators of Astor College, University College London on strategic and day-to-day management of the Bedford Passage as a whole;

(iv) design measures to ensure mitigation of anti-social behaviour;

- (v) provision of details of security measures of the public realm including lighting and CCTV and on site dedicated concierge;
- (vi) measure to ensure that gates are not installed on the public entrances;
- (vii) measures to provide access for cyclists throughout the whole site;
- (viii) the location and number of litter bins for public use and methods and frequency of maintenance waste control, bin emptying, cleaning and upkeep; and
- (ix) 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

2.7	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at para 3.25 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
2.8	"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
2.9	"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

2.10	“Chargee”	A mortgagee or chargee (and successors in title) of the Registered Provider of the Affordable Housing Units or any receiver or manager (including administrative receiver) appointed by such Chargee or any person deriving title from such Chargee in possession pursuant to the Law of Property Act 1925 or otherwise
2.11	“Carbon Offset Contribution”	the sum of £86,400 (eighty six thousand and four hundred 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 off-site carbon reduction measures in the vicinity of the Development
2.12	“the Certificate of Practical Completion”	the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed
2.13	“Community Involvement Programme Plan”	a plan setting out an overarching strategy for ensuring that the development is perceived both by its occupants and local residents as fully integrated element of the local community, as the basis for building a resilient and sustainable community on the site, engaging residents, the Registered Provider and businesses and using resources available across the site and in the area, to ensure that all actions and activities on the part of the Owner and its representatives and agents and stakeholders are underpinned by (and promote) the overall objectives of promoting and supporting inclusive and cohesive communities through community-based activities for people of all ages which encourage healthy lifestyles, access to nature and ecology, education, training and employment opportunities, and opportunities provided by the Owner and the Development through proactive measures which will encourage the local community to access the services and facilities in the Development and play a part in developing locally targeted community engagement activities in the area, and incorporating (but not limited to) the following:-

(a) provision for identifying size of the area subject to the Community Involvement Programme Plan, based on specialist advice taking into consideration such matters as size, accessibility, suitability, access to services, and impact on neighbours;

(b) measures to require a suitable specialist to identify opportunities across the site and to formulate the detailed community involvement programme on that basis, taking into account the timescales for residential occupation and the evolution of the Development throughout its lifetime, and including the details of the following opportunities:

- food growing space;
- access to nature and ecology including involvement in site landscaping, planting and maintenance;
- education using resources, facilities and businesses across the site;
- employment, training and work experience;
- social activities;

(c) provision for the appointment of a formal steering group and a third party coordinator to consider the matters including (but not limited to) the following:

- aims and objectives of the community involvement programme;
- which residents should be targeted;
- engagement process;
- raising awareness;
- how the community consultation can shape the final programme;

- recruitment of volunteers, who could include non-residents from the commercial space or locally;
- (d) provision of a designated community contact within the steering group in order that any issues affecting local residents can be dealt with in an efficient manner and creating a tangible point of reference if local residents wish to raise any issues;
- (e) measures to provide for the management of the communal (and street level) open space and ensuring its accessibility to residents, including participation in community garden space and community events and volunteering;
- (f) health and safety requirements and insurance requirements;
- (g) a requirement to provide for the storage of gardening equipment and to allow access to water standpipe;
- (h) administrative requirements to ensure ongoing management to be run in perpetuity including different roles and responsibilities of interested parties and group obligations;
- (i) measures to monitor success of the community involvement programme, to maintain interest and engagement of the community, and to retain volunteers;
- (j) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time including a review to assess community

involvement five years after the Occupation date which shall determine whether or not the plan should continue to operate;

And the Owner covenants to expend the following sums in relation to the establishment and operation of the plan:

- 1) The plan must also include measures to provide for the initial funding of at least £18,000 (eighteen thousand pounds) in the first year; and
- 2) on-going funding of £12,000 (twelve thousand pounds) each year thereafter

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|------|--|--|
| 2.14 | “the Construction Apprentice Default Contribution” | the sum of £84,000 (eighty four thousand pounds), being £7,000 per apprentice required on site, to be paid by the Owner to the Council in lieu of construction apprentice provision |
| 2.15 | “the Construction Implementation Date” | <p>the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act for the avoidance of doubt shall exclude:</p> <ol style="list-style-type: none">(i) Demolition; and(ii) For the purposes of Clause 4.8 ONLY the Excluded Works <p>and references to “Construction Implementation” and “Implement Construction” shall be construed accordingly</p> |
| 2.16 | “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 Third Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding |

environment and highway network including (but not limited to):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (ii) details of any construction working group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community, and how the community will be updated on the upcoming works;
- (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iv) proposals to ensure there are no adverse effects on the conservation area features;
- (v) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and 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);

		(vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
		(viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time
2.17	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.18	"the Construction Phase"	the whole period between (i) the Demolition Implementation Date and (ii) the date of issue of the Certificate of Practical Completion
2.19	"the Construction Apprentice Support Contribution"	the sum of £1,700 (one thousand seven hundred pounds) per apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.20	"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
2.21	"Demolition"	operations in connection with the demolition of the Existing Buildings and structures on the Property and "Demolish" shall be construed accordingly

- 2.22 "the Demolition Implementation Date" the date of commencement of the Demolition by the carrying out of a material operation as defined in Section 56(4)(aa) of the Act and references to "Implementation of Demolition" and "Implement Demolition" shall be construed accordingly
- 2.23 "the Demolition Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the Demolition of the Existing Buildings and structures on the Property using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction and Demolition Management Plan as set out in the Third Schedule hereto to ensure the Demolition of the Existing Buildings and structures on the Property 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 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 and structures on the Property and to include a complaints procedure and a procedure for resolving such complaint;
 - (ii) details of any construction working group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community, and how the community will be updated on the upcoming works;

- (iii) details of the contract for the carrying out of the works of redevelopment of the site;
- (iv) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (v) proposals to ensure there are no adverse effects on the conservation area features;
- (vi) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vii) amelioration and monitoring measures of 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);
- (viii) the inclusion of a waste management strategy for handling and disposing of demolition waste;
- (ix) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.24 "the Demolition Management Plan Implementation Support Contribution" the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Demolition Management Plan and verification of the proper operation of the approved Demolition Management Plan during the Construction Phase

2.25 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment and its supporting documents - Preliminary Ground Movement Assessment, Preliminary Geotechnical Interpretative Report and Site Investigation Report (all dated 21 April 2017 and provided by AECOM Ltd) submitted with the Planning Application and to include the following key stages:-

1. All works to be prohibited until the Owner can ensure that the Detailed Basement Construction Plan complies with the written scheme investigation approved by the Council to ensure satisfactory treatment of any archaeological remains;
2. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,
3. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed

Construction Basement Plan and at all times to ensure the following:-

- a. that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and
- b. that the result of these appropriately conservative figures indicate that that the Development will be undertaken without impact on the structural integrity of the Neighbouring Properties beyond "Very Slight" with reference to the Burland Category of Damage; and
- c. that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(xii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:
 - (i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the buildings to be retained after Demolition and all the Neighbouring Properties to be undertaken by an independent suitably

qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part);

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

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

(iv) ground investigation fully characterising the soil sequence, soil strength parameters and groundwater regime at the Property;

(v) a full utilities search and consultation with affected owners;

(vi) detailed ground movement and damage assessments for affected structures and infrastructure;

- (vii) confirmation of impacts, including cumulative impacts, on water environment, and detailed design of mitigation measures to minimise the impacts;
- (viii) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect, approve and undertake regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;
- (ix) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);
- (x) further investigative work as recommended in the Preliminary Ground Movement Assessment and Preliminary Geotechnical Interpretative Report (both dated 21 April 2017 and provided by AECOM Ltd), and further assessment at the design stage as scoped in the detailed design assessment section of the Basement Impact Assessment dated 21 April 2017 by AECOM Ltd;
- (xi) measures to ensure ground water monitoring equipment shall be installed at the earliest

practicable opportunity but in any event prior to Construction Implementation and retained with monitoring continuing during the period commencing on the implementation of the works to create the basement and ending on the date of issue of the Certificate of Practical Completion and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and

(xii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.

4. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") and for details of the appointment of the Certifying Engineer to be submitted to the Council for written approval in advance.
5. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction

Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.

6. only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.
7. the Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.26 "the Development"

Refurbishment of and alterations to the existing former Workhouse Building (Grade II listed) and North and South Houses (fronting onto Cleveland Street) to provide 12x residential units (Class C3); demolition of part of South House and buildings at rear of Workhouse Building and redevelopment to provide a part 4, part 5, part 8 storey building comprising 4,535sqm of commercial floor space (flexible use of Class B1 / D1 healthcare) and 38x residential units (Class C3); and associated works including opening up of Bedford Passage, creation of public open space, landscaping works,

and partial demolition of front boundary wall as shown on drawing numbers:-

SP_01; P-XTG-LB1; P-XTG-L00; P-XTG-L01; P-XTG-L02; P-XTG-L03; P-XTG-LR; S-XTG-AA-BB; S-XTG-CC-DD; E-XTG-01-02; E-XTG-03-04; P_SITEDEM_LB1; P_SITEDEM_L00; P_SITEDEM_L01; P_SITEDEM_L02; P_SITEDEM_L03; P_GA_B1 Rev C; P_GA_00 Rev B; P_GA_01 Rev A; P_GA_02 Rev C; P_GA_03 Rev A; P_GA_04 Rev A; P_GA_05 Rev A; P_GA_06 Rev A; P_GA_07 Rev A; P_GA_08 Rev A; P_GA_LR Rev A; E_00_01-02 Rev - B; E_01_03-04 Rev B; S_01_AA-BB Rev B; S_02_CC-DD Rev A; S_03_EE-FF Rev A; S_04_GG-HH Rev A; S_05_JJ-LL Rev B; DET F_01-02 Rev A; LFT_01 Rev A; LFT_02 Rev A; LFT_02A Rev A; LFT_02B Rev A; LFT_03 Rev A; LFT_04 Rev A; LFT_05 Rev A; LFT_06 Rev A; LFT_06A Rev A; LFT_07 Rev A; LFT_08 Rev A; LFT_09 Rev A; LFT_10 Rev A; LFT_11 Rev A; LFT_12 Rev A; LFT_13 Rev A; LFT_14 Rev A; LFT_15 Rev A; LFT_16 Rev A; LFT_17 Rev A; LFT_18 Rev A; LFT_19 Rev A; LFT_20 Rev A; LFT_21 Rev A; LFT_22 Rev A; LFT_23 Rev A; LFT_24 Rev A; LFT_25 Rev A; LFT_26 Rev A; LFT_27 Rev A; LFT_28 Rev A; LFT_29 Rev A; LFT_30 Rev B; LFT_31 Rev A; MAS L(09)001 Rev A; MAS L(09)002 Rev A; MAS L(09)003 Rev A; P-XTG_LB_B1; P-XTG_LB_00; P-XTG_LB_01; P-XTG_LB_02; P-XTG_LB_03; P-XTG_LB_04; P-XTG_LB_LR; E-XTG_LB_01; E-XTG_LB_02; E-XTG_LB_03-04; S-XTG_LB_01; S-XTG_LB_02; P_DEM_LB_B1; P_DEM_LB_00; P_DEM_LB_01; P_DEM_LB_02; P_DEM_LB_03; P_DEM_LB_04; P_DEM_LB_LR; E_DEM_LB_01; E_DEM_LB_02; E_DEM_LB_03-04; P-GA_LB_B1 Rev B; P-GA_LB_00 Rev A; P-GA_LB_01 Rev A; P-GA_LB_02 Rev A; P-GA_LB_03 Rev A; P-GA_LB_04 Rev A; P-GA_LB_LR Rev A; E_LB_01 Rev A; E_LB_02 Rev A; E_LB_03-04 Rev B; S_LB_01 Rev A; S_LB_02 Rev A
Planning Statement (dated January 2017); Statement of Community Involvement (dated January 2017); Site Waste

Management Plan (dated 17 January 2017); Design & Access Statement (undated); Preliminary Bat Roost Assessment: Bat Emergence / Re-entry Survey (dated 07/12/16); Preliminary Ecological Appraisal and Preliminary Roost Assessment (dated 07/12/16); Air Quality Assessment (dated 20 January 2017); Acoustic Assessment (dated 19 January 2017); Transport Assessment (dated January 2017); Travel Plan (dated January 2017); Draft Construction Management Plan (dated January 2017); Sustainability Statement (dated 20 January 2017); Basement Impact Assessment (dated December 2016) (as amended April 2017); Flood Risk Assessment (dated December 21 2016); Historic Building Structural Engineering report (dated September 2016); Stage 2 Structural and Civil Engineering report (dated December 2016); Phase 1 Geotechnical and Geo-environmental Desk Study report (dated December 2016) (as amended April 2017); Energy Statement (dated 20 January 2017); Heritage Statement (undated, received April 2017); Daylight, sunlight and overshadowing assessment (dated April 217); Design Revision Report (undated, received April 2017); Additional information: daylight and sunlighting for March 21st (undated, received May 2017); Additional information: Alcove and fireplace location (undated, received June 2017); Historic environment assessment (dated May 2017)

2.27 "the Employment And Training Contribution"

the sum of £119,850 (one hundred and nineteen thousand eight hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards employment and training needs in the London Borough of Camden

2.28 "the Employment and Training Plan"

a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained

in clause 4.10 of this Agreement through (but not be limited to) the following:-

- (a) ensuring advertising of all construction vacancies and work placement opportunities exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
- (b) a package of steps with a view to ensuring a 20% local employment target always provided that the intention is that the target is met over the course of the Construction Phase as a whole;
- (c) to ensure the provision of 12 construction apprentices;
- (d) make provision throughout the Construction Phase as a whole for a total of 16 work placements;
- (e) ensure delivery of a minimum of two supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- (f) ensure delivery of a minimum of 5 end use apprenticeships;
and
- (g) commit to following the Local Procurement Code

2.29

"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 measures set out in the submission document entitled Energy Statement Rev 2, by Ana Fernandez of Ove Arup & Partners Ltd, and dated 20 January 2017, to achieve:
- i. a 28.7% reduction in CO2 emissions beyond the Part L 2013 baseline in the new build non-residential parts of the Development;
 - ii. a 30.3% reduction in CO2 emissions beyond the Part L 2013 baseline in the new build residential parts of the Development;
 - iii. a 84.7% reduction in CO2 emissions against the existing building baseline in the refurbished parts of the Development;
- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the built residential parts of the Property, targeting reduction of at least 26.3% in carbon emissions in relation to the new build residential part of the development only;
- (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) include a pre-implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and/or NCM (for non-residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;

(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 SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the

measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

(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

- 2.30 "the Environmental Contribution" the sum of £60,000 (sixty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various pedestrian cycle and public realm improvements in the vicinity of the Development
- 2.31 "Excluded Works" means:
(a) archaeological investigations and digs; and
(b) site investigation, testing or surveys
- 2.32 "the Existing Buildings" the buildings described as the South House and buildings at rear of the Workhouse Building existing on the Property as at the date of this Agreement
- 2.33 "Force Majeure" means strikes, lock-outs, inclement weather or acts of God PROVIDED THAT the same could not reasonably have been avoided or provided against by the Owners, their contractors or agents, is not due to the negligence or default of the Owners and that the Owners take or have taken such steps necessary to mitigate any delay in accordance with the principles of common law and so far as reasonably practicable
- 2.34 "the Highways Contribution" the sum of £109,748.09 (one hundred and nine thousand seven hundred and forty eight pounds and nine 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 event of receipt for the carrying out works to the public highway and

associated measures in the vicinity of the Property as are required due to the Development ("the Highways Works") these to include costs associated with the following :-

- (a) remedial works to the public highway within close proximity of the Property including the removal of two redundant vehicular crossovers;
- (b) works to enable vehicular access for emergency vehicles into Bedford Passage including relocation of existing street furniture;
- (c) traffic order and consultation for the creation of a loading bay;
- (d) any other works the Council acting reasonably requires as a direct result of the Development

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

2.35 "the Implementation and Delivery Plan"

a plan securing the full build-out and completion of all elements of the Development and incorporating a timetable and programme for specific steps and key dates / development milestones for delivery of the individual components comprising the totality of the Development from enabling works, site remediation and construction through to occupation, and such plan to consist of the following:

- (a) A schedule specifying the dates and the development milestones for enabling works, pre-Demolition and Demolition requirements and archaeological investigations

up until the date of the submission of the Detailed Implementation and Delivery Plan as set out in the Sixth Schedule. Such schedule being subject to (where necessary) review after specific development milestones have been reached and from time to time at least every six months from the commencement of the milestones set out in the Sixth Schedule.

(b) A detailed Implementation and Delivery Plan, being a further more developed iteration of the Sixth Schedule, expanded in light of the information arising from Demolition, archaeological investigations and any other works carried out prior to and on the dates included in the Sixth Schedule, and comprising the key dates / development milestones for pre-Construction and Construction through to the Occupation stages of the Development, and including the following:

- i. measures for identification of and contingency plans to manage any risks that may arise within and between each phase of works/remediation;
- ii. a timetable for discharge of planning obligations and conditions and listed building conditions;
- iii. schedule for cooperative working and review after specific development milestones and from time to time at least every six months from the commencement of the plan; and
- iv. 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

(c) any revised versions of the Sixth Schedule or the plan under clause 2.35(b), which are deemed necessary after any development milestone to ensure that the Implementation and Delivery Plan can continue to effectively achieve each milestone of the Sixth Schedule or the delivery of each phase of the detailed Implementation and Delivery Plan under clause 2.35(b) and to manage any risks that may arise within and between each phase of works/remediation. For the avoidance of doubt, any revised versions are subject to review after specific development milestones and from time to time at least every six months from the commencement of each version.

2.36 "Intermediate Housing" Affordable Housing available for rent in perpetuity above target rents but substantially below open market levels occupied on the following basis:-

- (a) comply with the requirements set out for housing of this type in the National Planning Policy Framework;
- (b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (c) provides housing where the annual housing costs for each intermediate rented home (including rent and service charge) shall:-

(i) be affordable to rent to individuals who are on household incomes of £30,000 per annum for 1 bedroom units and £40,000 per annum for 2 bedroom units so that these households are paying no more than 40% of their

net income on rent and service charge (with annual rent increases to not exceed the interest in the Consumer Price Index +1%);

(ii) where Intermediate Housing Unit has been provided a gross total rent not to exceed £162 per week for the 1 bedroom units and £215 per week for the 2 bedroom units (with annual rent increases to not exceed the interest in the Consumer Price Index +1% at the time of letting);

(iii) not exceed rents for market homes with the same number of bedrooms available in any part of the London Borough of Camden; and

(iv) have regard to such caps on overall benefits that the Government may introduce

- 2.37 "Intermediate Housing Scheme" the scheme setting out provision of Intermediate Housing within the Development submitted by the Owner and to be approved by the Council in writing ensuring the Intermediate Housing Units are occupied on terms in consultation and in consideration of its own policies and those contained in the London Plan with particular reference to paragraph 3.61 (or its successor policies)
- 2.38 "Intermediate Housing Units" the 4 units of Intermediate Housing forming part of the Development comprising 3 x 1 bedroom and 1 x 2 bedroom units the same as shown shaded pink on the drawings entitled "Affordable Intermediate Level 1", "Affordable Intermediate Level 2", "Affordable Intermediate Level 6" and "Affordable Intermediate Level 7" all of which are annexed hereto at Appendix 1

2.39	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.40	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.41	"Local Procurement Code"	the code annexed to the Fourth Schedule hereto
2.42	"Neighbouring Properties"	<p>the neighbouring properties known as:</p> <ol style="list-style-type: none"> 1. Sainsbury Wellcome Building, 25 Howland Street; 2. Astor College, 99 Charlotte Street; 3. Middlesex House, 34-42 Cleveland Street; and 4. Tottenham Mews – Mental Health Resource Centre (vacant)
2.43	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.44	"the Parties"	mean the Council, the Owner and the Interested Party
2.45	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 24 January 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/0414/P subject to conclusion of this Agreement
2.46	"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

2.47	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto at Appendix 2
2.48	"the Property"	the land known as Middlesex Hospital Annex, 44 Cleveland Street, London W1T 4JT the same as shown shaded grey on the plan entitled "Site Plan" annexed hereto at Appendix 1
2.49	"Protected Tenant"	<p>Any tenant who:-</p> <p>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;</p> <p>(b) has exercised any statutory right to buy (or any equivalent contractual right in respect of a particular Affordable Housing Unit;</p> <p>(c) has been granted a shared ownership lease by the Registered Provider in respect of a particular Affordable Housing Unit</p>
2.50	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.51	"the Public Open Space Contribution"	the sum of £41,209 (forty one thousand two hundred and nine pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the enhancement, improvement, maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

- 2.52 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator and selected from the Councils Approved Strategic Provider list
- 2.53 "Regulator" means the Home and Communities Agency and any successor organisation
- 2.54 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.55 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.56 "the Service Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-
- (a) a requirement that deliveries to the Property and the Bedford Passage are made only by pedal cycle, unless motorised vehicle access is required for emergency vehicles;
 - (b) a requirement for delivery vehicles to unload from a specific suitably located area on public highway;
 - (c) details of the person/s responsible for directing and receiving deliveries to the Property;

- (d) measures to avoid a number of delivery vehicles arriving at the same time;
- (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (f) likely nature of goods to be delivered;
- (g) the likely size of the delivery vehicles;
- (h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (i) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- (j) provision of swept path drawings to ascertain manoeuvring of emergency vehicles outside of and when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;
- (k) details of arrangements for refuse storage and servicing; and
- (l) 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

2.57

“Social Rented Housing”

Affordable Housing units available for rent in perpetuity such that:-

- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- (b) the housing complies with the requirements set out for housing of this type in the National Planning Policy Framework and the Greater London Authority's Affordable Homes Programme 2016-21, where grant is being provided, the relevant affordable housing programme framework;
- (c) the housing is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);
- (d) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.58 "Social Rented Housing Units"

the 36 units of Social Rented Housing forming part of the Affordable Housing Units comprising 15 x 1 bedroom, 6 x 2 bedroom and 15 x 3 bedroom units the same as shown shaded green on the plans entitled 'Affordable Social Rented Level 1', 'Affordable Social Rented Level 2', 'Affordable Social Rented Level 3', 'Affordable Social Rented Level 4', 'Affordable Social Rented Level 5', 'Affordable Social Rented Level 6' and 'Affordable Social Rented Level 7' all of which are annexed hereto at Appendix 1

2.59 "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) for the whole of the proposed Development:

- achieve the targets set out in the submission document entitled Sustainability Statement Issue 1, prepared by Ana Fernandez / Amelia Ng, and dated 20th January 2017;

(b) for new build residential parts of the development:

- achieve sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 and CC2;
- achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- achieve a Home Quality Mark level 3 certification;

(c) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving:

- an Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories within the new build non-residential parts of the Development;
- an Excellent rating and attaining at least 60% of the credits in each of Energy and Water categories and as a minimum 29% of the credits

in Materials categories (targeting 40% where possible) for the residential refurbished parts of the Development;

- (d) include a pre-Implementation review including the report referred to in clause 2.59(c) by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- (e) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (f) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.60 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property

and promoting the use of environmentally friendly transport incorporating (but not limited to) the following: -

- (a) the elements set out in the Fifth Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council
- (e) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.61 "the Travel Plan Co-ordinator"

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

- 2.62 "the Travel Plan Monitoring Contribution" the sum of £6,244 (six thousand two hundred and forty four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan over a five year period from the date of first Occupation of the Development

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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, 4.14, 5, 6 and 7 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Demolition Implementation Date.

3.6 Where any approval, agreement, consent, confirmation or expression of satisfaction is required, the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.

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

3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.3.1 and 4.3.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING**

4.1.1 On or prior to the Demolition Implementation date to seek the Council's written approval of the Registered Provider.

4.1.2 Not to Implement Demolition nor permit Demolition until such time as the Council has approved the Registered Provider.

4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.